MICROFILM

START OF ROLL

ROLL NO.

108

Construction Contracts

Begins # 6014

I-80N-3(26) John Day River Br. & 1962
112 Grading on Columbir R. Hwy.
#6014 Folder # 1

RECEIVED
JAN 26 1972
FORM E-30 50M 10-65
FOR FILING

I-80N-3(26)112
6014

Pulled from files

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 31, 1967

To:

SUBJECT: John Day River Bridge
Contract 6014

MEMO TO THE FILE

On Monday, May 29, 1967, Ronald McReary of URECA, Inc., Portland, was given the following additional data by Robert Ellison of the Bridge Division:

1. Al Rear's report to R. L. Porter re failure of the bridge, dated February 23, 1965. This was the complete report except for Exhibit 6 which was the plan showing the debris as it had fallen in the river (could not locate the original in time to make a copy). This report was given to Mr. McReary with the knowledge of Mr. Porter and Mr. Rohde.

2. John C. Jenkins' letter of January 22, 1965 to Mr. Porter.

3. D. W. Gallaher's letter to Ivan Merchant of April 9, 1965.

4. Some high water elevations at Cottonwood Bridge, Spray Bridge, Service Creek Bridge -- all across the John Day River.

Tom Edwards
Assistant State Highway Engineer

cc Forrest Cooper
R. L. Porter
Ivan Merchant
G. E. Rohde

ja

NOTED
FORREST COOPER

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JAN 26 1972
FOR FILING

FORM E-30 SOM 10-65 BP*23401-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 26, 1967

I-80N-3(26)112
6014

To: MEMO TO THE FILE

SUBJECT: John Day River Bridge
Contract 6014

Mr. Ronald McReary of URECA, Inc., Portland, telephoned my office on May 24, 1967 and requested data which he wished to take with him for his meeting with Mr. Gaskins of King and King, Attorneys, in Washington, D.C. The following data were delivered by Robert Ellison of the Bridge Division to Mr. McReary on Thursday afternoon, May 25:

1. One copy Corps of Engineers Design Memorandum No. 7, Volume 2 (includes boring reports).

2. One copy Corps of Engineers Design Memorandum 7.5 (includes design computations, et cetera).

3. One set design drawings and specifications.

4. One set Oregon State Highway Department bridge design specifications.

5. One copy Corps of Engineers Drawing (File No. JD-05-9/12, Design Memorandum No. 7) showing plan and profile of U.S. Highway 30 relocation at John Day River. This includes bore hole locations and data.

6. Letter from D. W. Gallaher to I. D. Merchant, dated October 18, 1962.

7. Bureau of Public Roads inspection report dated November 27, 1962.

8. Exploration summary (Corps of Engineers) John Day River Bridge, October 17, 1960 (two sheets).

9. Corps of Engineers sketch showing rock line at Pier 2, John Day River Bridge, October 17, 1960.

NOTED
FORREST COOPER

10. A set of construction progress photos for both the original bridge and the reconstruction of Pier 3.

11. Plan and profile sheet of construction drawings for Cottonwood Bridge (Bridge No. 4623A) upstream from the John Day River Bridge.

12. Plan and profile sheet of construction drawings for Twickenham Bridge (Bridge No. 8694) (upstream from John Day River Bridge on Rowe Creek Road, FAS 814).

13. Corps of Engineers drilling logs dated October 5, 6, and 8, 1962, shift reports dated October 5, 6, 8, and 9, 1962, sketch showing location of pneumatic hammer drill holes, and exploration summary for Pier 3.

14. Copy of letter dated August 18, 1960 from E. C. Franzen, Corps of Engineers, to Mr. Ivan Merchant.

15. Copy of daily job record or diary of Pacific Concrete Company dated September 27, 1962 and October 10, 1962.

16. Copy of drill log and narrative dated October 5, 6, 8, 1962 (Pier 3.)

17. Memo to the Files dated December 7, 1962 over the signature of L. R. Allen, Bridge Construction Engineer.

18. Copy of pages 6, 7, 10, 11, 18 and 19 of E. C. Klinkenberg's diary, dated December 6, 7, 10, 11, 18 and 19, 1962.

19. Copy of letter dated September 6, 1963 from D. W. Gallaher to Pacific Concrete Company re Pier 3 backfill.

Tom Edwards
Assistant State Highway Engineer

cc Forrest Cooper
R. L. Porter
Ivan Merchant
G. E. Rohde

ja

Form E-136—20M

Oregon State Highway Department
BRIDGE DESIGN SECTION

Sheet .....

Bridge ..... County .....

Calculations by ..... Date ..... Bridge No. .....

To Ron McReary 5/25/67

1. One copy Corps of engrs Design Memo no 7, Vol 2 (includes boring reports)
2. One copy Corps of engrs Design Memo no. 7.5 (includes design computations, etc.)
3. One set design dwgs & specifications
4. One set OSHD bridge design specs.
~~5 One Copy Corps Engrs Dwg (file no. JD-05-9/12)~~
5 One Copy Corps Engrs Dwg (file no. JD-05-9/12, Design memorandum no. 7) showing plan & profile of U.S. Hwy 30 relocation at John Day R. This includes bore hole locations & data
6. letter D.W. Gallaher to ED Merchant dated Oct 15 '62
7 BPR inspection report dated 11/27/62
8. Exploration Summary (Corps Engrs) John Day R. Br. 17 Oct, '60 (2 sheets)
9 Corps Engr. sketch showing rock line at pier 2 John day r. Br. 17 Oct, '60
10 Set Construction progress photos for both ~~original~~ original bridge & reconstruction of pier 3.
11 Plan & profile sheet of const. dwgs for cottonwood ~~br.~~ br. (Br. #4623A) (up stream from John day R. Br.
12 Plan & profile sheet of const dwgs for Tucicheamham Br. (Br. # 8694) (upstream from John day R. Br. on Rowe Cr. Rd, FAS 314)

May 24, 1967

Ron McReary requested following data, to take with him to Washington, D.C., to meet with Mr. Gaskins, of firm of King and King. He wishes this material tomorrow (either mailed, or he will come down and pick it up.)

1. U.S. Army Corps of Engineers Drawing D-7 showing soundings taken in 1957 plus any soundings that may show on any Corps of Engineers drawings OSHD has indicating condition of the John Day River between the John Day Bridge and the mouth of the river at the Columbia River.

2. Boring reports made by the Corps of Engineers in 1958, if we have them.

3. Soils reports, cores, and any geological data which was assembled for the basis of the design of the footings for this bridge.

4. Boring reports and records on the eight (8) holes at each corner of the Pier No. 3 made by the Corps of Engineers on October, 5, 6, and 8, 1962.

5. The design drawings, the pertinent design computations and specifications for the bridge, with particular reference to Pier 3.

6. OSHD specifications. He has the "Blue Book of 1964", but it does not contain the OSHD standard design specifications.

7. Corps of Engineers Design Memo No. 7, Volume 2. "Highway Structures and Railroad Overpasses" for the John Day Lock and Dam.

Tom, These should be signed or your name typed on.

8. Construction progress photos, (probably bound in a report).

9. Construction reports and letters regarding decision to set the bottom elevation of Pier 3 in the beginning and later to change it and the same thing in relation to the scour encountered during construction.

~~10x~~

Items 12 and 13 discussed with Mr. Edwards --- OSHD plan and profile on one sheet for the Cottonwood Bridge, 10 miles upstream from the Columbia River at Highway 206.

Twickenham Bridge, 110 miles upstream from the Columbia River on the John Day, showing high water marks on both.

ja

May 24, 1967

EXPLORATION SUMMAR

INSPECTOR Churchill

AREA Arlington, Oregon PROJECT U. P. Relocation TYPE EXPLORATION Pneum

LOCATION OF HOLE	HOLE NO.	SAMPLE NO.	ELEV. O.G.	STRATUM FROM-TO	DESCRIPTION O			
					CLASSIFICATION	PROPORTIONS	SYMBOL	SIZE SA
Sta. Pier 3 I80N	PN-3438			0' - 12'	Sandy gravel			
S.E. Cor. of So. Cell				12' - 17'	Basalt bedrock			
John Day River								
Sta. Pier 3 I80N	PN-3439			0' - 12'	Sandy gravel			
S.W. Cor. of So. Cell				12' - 22'	Basalt bedrock			
John Day River								
Sta. Pier 3 I80N	PN-3440			0' - 7'	Sandy gravel			
N.W. Cor. of So. Cell				7' - 10'	Gravelly sand			
John Day River				10' - 15'	Basalt rock			
Sta. Pier 3 I80N	PN-3441			0' - 10'	Sandy gravel			
N.E. Cor. of So. Cell				10' - 17'	Basalt Bedrock			
John Day River								
Sta. Pier 3 I80N	PN-3442			0' - 5'	Sandy gravel w/cobbles			
N.E. Cor. of No. Cell				5' - 13'	Sandy gravel			
John Day River				13' - 19'	Basalt bedrock			
Sta. Pier 3 I80N	PN-3443			0' - 6'	Sandy gravel			
S.W. Cor. of No. Cell				6' - 8'	Gravelly sand			
John Day River				8' - 10'	Sandy gravel			
				10' - 14'	Basalt bedrock			
Sta. Pier 3 I80N	PN-3444			0' - 6'	Sandy gravel			
S.E. Cor. of No. Cell				6' - 8'	Gravelly sand			
John Day River				8' - 13'	Sandy gravel			
				13' - 22'	Basalt bedrock			
Sta. Pier 3 I80N	PN-3445			0' - 3'	Sandy gravel			
N.W. Cor. of No. Cell				3' - 7'	Gravelly sand			
John Day River				7' - 13'	Gravelly sand w/trace of silt			
				13' - 18'	Basalt bedrock			

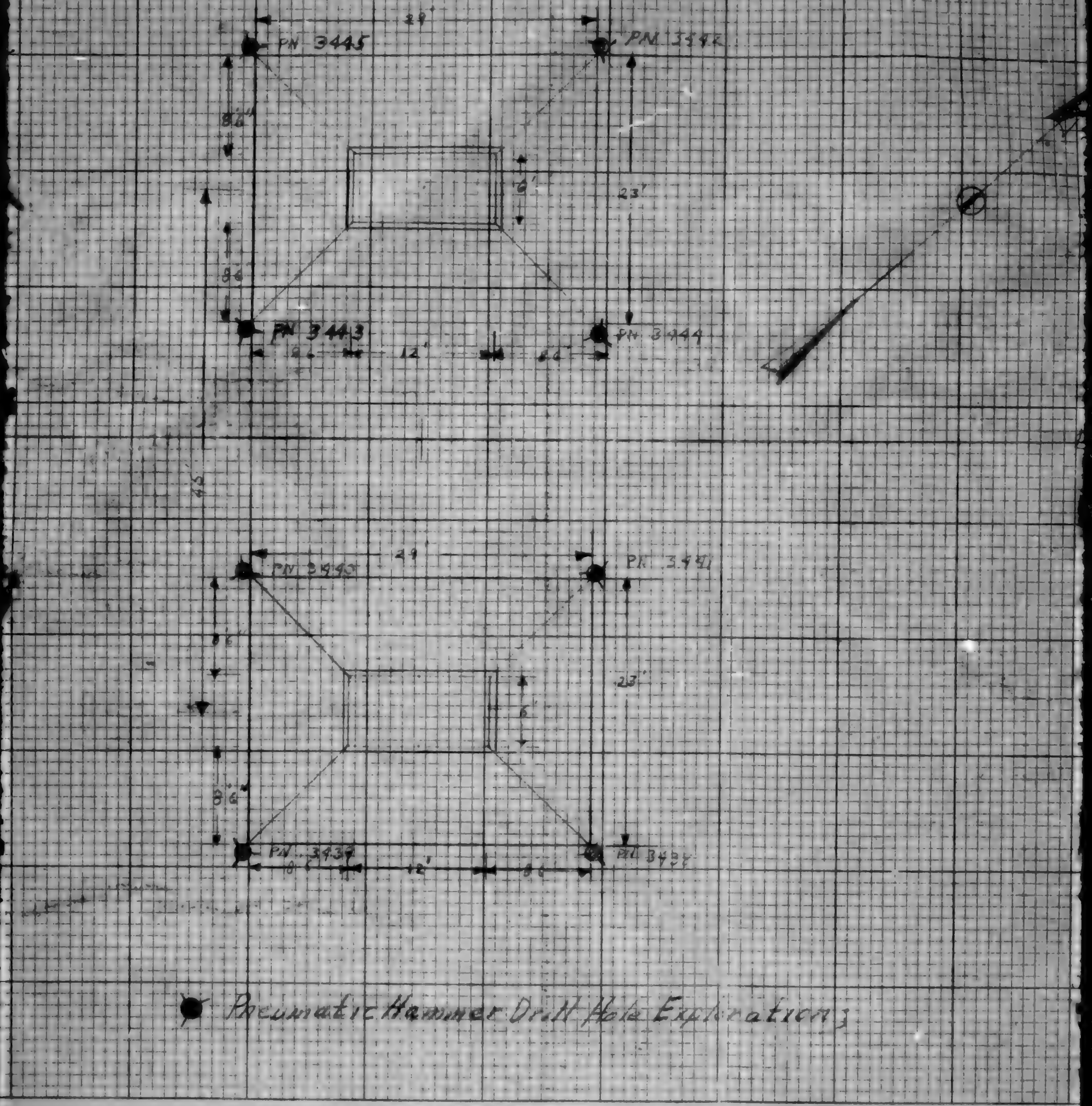
NPW Form
Feb 1952 141

EXPLORATION SUMMARY

SHEET 1 OF 3

_____ TYPE EXPLORATION Pneumatic Hammer DIAM. HOLE BX DATE 8 Oct - 6 Dec 62

DESCRIPTION OF MATERIALS								REMARKS
CATION	PROPORTIONS	SYMBOL	SIZE SAND	SIZE GRAV.	MOISTURE	COMPACTION	COLOR	Elev. Top of Bedrock
vel								
drock								
								At 12'
vel								
drock								
								At 12'
vel								
sand								
k								At 10'
vel								
drock								
								At 10'
avel w/cobbles								
avel								
rock								At 13'
avel								
sand								
avel								
edrock								At 10'
avel								
sand								
avel								At 13'
bedrock								
avel								
sand								
sand w/trace of silt								
edrock								At 13'



● Pneumatic Hammer Drill Hole Explorations

PN 3442

N

6'

23'

PN 3444

22'

℄ 100 N

PN 3451

23'

6'

PN 3458

6'

JOHN DAI R JER RWY BRIDGE

PIER #3

LOCATION OF PN HOLES

Number Drill Hole Explanation

SURFACE EXPLORATION - SHIFT REPORT

River: John Day	Project: 43 30 Hiway Bridge	Type of Exploration					
			Churn Drill		Auger		Test Pits
Coordinates of Hole	Top Ground		Core Drill		Machine Probe		
		Top Hole	Powder Used: Sticks at ( ) Ft. Sticks at ( ) Ft.				
Date: 8/Oct/62	Shift: Day	Contractor: Cope		Rig No. 6 5 2 4			
Driller (s): Lepper	Helpers: Franklin	Laborer: Churchill					

TIME DISTRIBUTION - HOURS

Classification	Hrs.	Classification	Hrs.
Moving & Setting	9	Repairs: trouble Starting D4 dozer	1
Drilling		Fishing	

AUXILIARY EQUIPMENT OPERATING TIME - HOURS

Pump	Barge: Compressor 6 3 1 5	Outboard Motor	Hoist
Lightplant	Boat	Dozer	Transportation: 10 miles

Depth		Casing Size	Casing Driven		Weather			
Start of Shift	End of Shift		From	To		Warm		Clear
Ft.	Ft.					Cold		Snow
						Windy		Rainy

Footage Drilled In		Footage Drilled By			
Overburden: Ft.	Bedrock: Ft.	Chop Bit: Ft.	Drive BBL: Ft.	Alloy Bit: Ft.	Diamond Bit: Ft.

Core Bit	Shell	Casing Bit

REMARKS: (To Be Continued On Reverse Side If Necessary)

(1) Pier #3 SE. Corner of South Cell
0.0 - 11.5 Sa/gr
11.5 - 16.5 B.R
pn 3438

(2) Pier #3 South West Corner South Cell
0.0 - 11.5 Sa/gr
11.5 - 21.5 Bedrock
pn 3439

(3) Pier #3 North West Corner South Cell
0.0 2.5 Sa/gr
2.5 7.6 gr/Sa
7.6 Sd Rd Rock
pn 3440

(4) Pier #3 North East Corner South Cell
0.0 - 10.0 Sa/gr
10.0 - 17.0 B.R.
pn 3441

Hole Number	Report Number	Signature
		[illegible], Expr.

NPW Form 17 (Rev.) Apr 1956 Previous editions of this form are obsolete.

SUBSURFACE EXPLORATION - SHIFT REPORT

River	Project	Type of Exploration					
John Day	U.S 30 Hiway Bridge		Churn Drill		Auger		Test Pits
			Core Drill	X	Machine Probe		
Coordinates of Hole	Top Ground	Top Hole	Powder Used				
			Sticks at ( ) Ft. Sticks at ( ) Ft.				
Date	Shift	Contractor		Rig No.			
6/Oct./62	Day	Cox E		6525			
Driller (s)	Helpers	Laborers					
Lepper	Franklin	~~Stanbuff~~					

TIME DISTRIBUTION - HOURS

Classification	Hrs.	Classification	Hrs.
Moving & Setting	8	Repairs	
Drilling	8	Fishing	

AUXILIARY EQUIPMENT OPERATING TIME - HOURS

Pump	Barge Compressor E318	Outboard Motor	Hoist
Lightplant	Boat	Dozer	Transportation Carriage

Depth		Casing Size	Casing Driven		Weather			
Start of Shift	End of Shift		From	To		Warm		Clear
Ft.	Ft.					Cold		Snow
						Windy		Rainy

Footage Drilled In		Footage Drilled By			
Overburden	Bedrock	Chop Bit	Drive BBL	Alloy Bit	Diamond Bit
Ft.	Ft.	Ft.	Ft.	Ft.	Ft.

Core Bit	Shell	Casing Bit

REMARKS: (To Be Continued On Reverse Side If Necessary)

(a) Pier #3 NE Corner N. Cell Elev. 1446.
0.0 - 4.2 Sa/gr with cobbles (boulders on surface)
4.5 13.0 Sa/gr pn 3442
13.0 18.8 B.R.

(b) Pier #3 S.W. Corner North Cell Elev. 1446.
0.0 - 5.5 Sa/gr
5.5 - 7.5 yel Sa pn 3443
7.5 - 9.7 Sa/gr
9.7 - 13.5 B/R

(c) Pier 3 S.E. Corner North Cell Elev. 1440
0.0 - 5.7 Sa/gr
5.7 7.9 yel Sa pn 3444
7.9 - 12.5 Sa/gr
12.5 - 22.0 B.R.

Hole Number	Report Number	Signature
		William W. Lepper

NPW Form 17 (Rev.) Apr 1956 Previous editions of this form are obsolete.

SURFACE EXPLORATION - SHIFT REPORT

River	Project	Type of Exploration
Columbia	Howard Bridge John Day River	☐ Churn Drill ☐ Auger ☐ Test Pits ☐ Core Drill ☐ Machine Probe

Coordinates of Hole	Top Ground	Top Hole	Powder Used
#3 N.W. Corner of N. Pier			Sticks at ( ) Ft. Sticks at ( ) Ft.

Date	Shift	Contractor	Rig No.
5/Oct./62	Day	C.O.E.	65-3

Driller (s)	Helpers	Laborers
Lepper	Franklin	Churchill Lowden

TIME DISTRIBUTION - HOURS

Classification	Hrs.	Classification	Hrs.
Moving & Setting		Repairs	
Drilling		Fishing	

AUXILIARY EQUIPMENT OPERATING TIME - HOURS

Pump	Barge Compressor E 316	Outboard Motor	Hoist
Lightplant	Boat	Dozer	Transportation 0117242

Depth	Casing Size	Casing Driven		Weather	
Start of Shift / End of Shift		From	To	☐ Warm ☐ Clear ☐ Cold ☐ Snow ☐ Windy ☐ Rainy	
Ft. / Ft.					

Footage Drilled In		Footage Drilled By			
Overburden Ft.	Bedrock Ft.	Chop Bit Ft.	Drive BBL Ft.	Alloy Bit Ft.	Diamond Bit Ft.

Core Bit	Shell	Casing Bit

REMARKS: (To Be Continued On Reverse Side If Necessary)

Moved equipment to Oahe Dry River Bridge
Stood by for water to be pumped from cells
and locating holes.
- Per #3 North cell N.W. Corner
0.0 - 3.2 sdgr compact
3.2 - 7.3 gr/sa
7.3 - 12.5 gr/sa with small trace silt lens
12.5 - 17.5 S.P. med to soft

Hole Number	Report Number	Signature
		C.L.L. & N. Lepper

NPW Form 17 (Rev.) Apr 1956 Previous editions of this form are obsolete.

SUBSURFACE EXPLORATION - SHIFT REPORT

River: [illegible]

Project: [illegible] Relo

Type of Exploration: Churn Drill [ ] Auger [ ] Test Pits [ ] Core Drill [X] Machine Probe [ ]

Coordinates of Hole:

To Ground:

Top Hole:

Powder Used:

Sticks at ( ) Ft.
Sticks at ( ) Ft.

Date: 7/12/62

Shift: Day

Contractor: [illegible]

Rig No.: [illegible]

Driller (s): [illegible]

Helpers: [illegible]

Laborers: [illegible]

TIME DISTRIBUTION - HOURS

Classification	Hrs.	Classification	Hrs.
Moving & Setting	5	Repairs	
Drilling		Fishing	

AUXILIARY EQUIPMENT OPERATING TIME - HOURS

Pump	Barge [illegible]	Outboard Motor	Hoist
Lightplant	Boat	Dozer	Transportation [illegible]

Weather: Warm [ ] Clear [ ] Cold [ ] Snow [ ] Windy [ ] Rainy [ ]

Depth		Casing Size	Casing Driven	
Start of Shift	End of Shift		From	To
Ft.	Ft.			

Footage Drilled In

Overburden	Bedrock
Ft.	Ft.

Footage Drilled By

Chop Bit	Drive Bit	Alloy Bit	Diamond Bit
Ft.	Ft.	Ft.	Ft.

Core Bit: [illegible] Shell: [illegible] Casing Bit: [illegible]

REMARKS: (To Be Continued On Reverse Side If Necessary)

[illegible]

Hole Number:

Report Number:

Signature: [illegible]

HOLE NO. CW 3435

DEPARTMENT OF THE ARMY

DIVISION NPL

INSTALLATION NPW

DRILLING LOG

1. PROJECT PICF I&D.V John Day Pool — SHEET 1 OF 1

2. LOCATION (Coordinates or Station) S.E. CORNER OF SOUTH CELL

3. DRILLING AGENCY U.S.C.E.

4. HOLE NO. (As shown on drawing title and file No.) (1)

5. NAME OF DRILLER Lepper

6. DIRECTION OF HOLE			7. THICKNESS OF OVERBURDEN	8. DEPTH DRILLED INTO ROCK	9. TOTAL DEPTH OF HOLE
☑ VERTICAL	☐ INCLINED	DEGREES WITH VERTICAL			16.5

10. SIZE AND TYPE OF BIT	11. DATUM FOR ELEVATION SHOWN (TBM or MSL)	12. MANUFACTURER'S DESIGNATION OF DRILL
2 1/4		

13. TOTAL NO. OF OVERBURDEN SAMPLES TAKEN		14. TOTAL NO. CORE BOXES	15. ELEV. GROUND WATER	16. DATE HOLE	
DISTURBED	UNDISTURBED			STARTED 8 Oct 62	COMPLETED 9 Oct 62

17. ELEV. TOP OF HOLE	18. TOTAL CORE RECOVERY FOR BORING (%)	19. SIGNATURE OF INSPECTOR
		Churchill (CWC)

ELEVATION	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS (Description)	% CORE RECOVERY	BOX OR SAMPLE NO.	REMARKS (Drilling time, water loss, depth of weathering, etc., if significant)
	1		Sand			
	2					
	3					
	4					
	5					
	6					
	7					
	8					
	9					
	10					
	11					
	12		Top of Rock 12.5			
	13		B.R.			
	14					
	15					
	16					
	16.5		Bottom of Hole 16.5			
	17					

6. DIRECTION OF HOLE			7. THICKNESS OF OVER-BURDEN	8. DEPTH DRILLED INTO ROCK	9. TOTAL DEPTH OF HOLE
☑ VERTICAL	☐ INCLINED	DEGREES WITH VERTICAL			16.5

10. SIZE AND TYPE OF BIT	11. DATUM FOR ELEVATION SHOWN (TBM or MSL)	12. MANUFACTURER'S DESIGNATION OF DRILL
2 1/2		

13. TOTAL NO. OF OVERBURDEN SAMPLES TAKEN		14. TOTAL NO. CORE BOXES	15. ELEV. GROUND WATER	16. DATE HOLE	
DISTURBED	UNDISTURBED			STARTED 8 Dec 62	COMPLETED 8 Dec 62

17. ELEV. TOP OF HOLE	18. TOTAL CORE RECOVERY FOR BORING (%)	19. SIGNATURE OF INSPECTOR
		Churchill (CAVE)

ELEVATION	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS (description)	% CORE RECOVERY	BOX OR SAMPLE NO.	REMARKS (drilling time, water loss, depth of weathering, etc., if significant)
	1					
	2					
	3					
	4					
	5					
	6					
	7					
	8					
	9					
	10					
	11					
	12		TOP OF ROCK 12'			
	13		B. R.			
	14					
	15					
	16					
	16.5		BOTTOM OF HOLE 16.5'			
	17					

ENG FORM 1836 1 MAR 61 (EM 1110-1-1901) C. W. WRITING

PREVIOUS EDITION MAY BE USED UNTIL EXHAUSTED.

PROJECT [illegible] HOLE NO. [illegible]

HOLE NO. AN 3939

DEPARTMENT OF THE ARMY

DIVISION NPD

INSTALLATION NPN

DRILLING LOG

1. PROJECT Fort [illegible] 1944
John Day River

SHEET 1 OF 2

2. LOCATION (Coordinates or Station)
SW corner of South [illegible]

3. DRILLING AGENCY
U.S. Corps of Engineers

4. HOLE NO. (As shown on drawing title and file no.)
2

5. NAME OF DRILLER
Lepper

6. DIRECTION OF HOLE			7. THICKNESS OF OVERBURDEN	8. DEPTH DRILLED INTO ROCK	9. TOTAL DEPTH OF HOLE
☒ VERTICAL	☐ INCLINED	DEGREES WITH VERTICAL			21

10. SIZE AND TYPE OF BIT	11. DATUM FOR ELEVATION SHOWN (TBM or MSL)	12. MANUFACTURER'S DESIGNATION OF DRILL
2 1/4		

13. TOTAL NO. OF OVERBURDEN SAMPLES TAKEN		14. TOTAL NO. CORE BOXES	15. ELEV. GROUND WATER	16. DATE HOLE	
DISTURBED	UNDISTURBED			STARTED 9 Oct 62	COMPLETED 9 Oct 62

17. ELEV. TOP OF HOLE	18. TOTAL CORE RECOVERY FOR BORING (%)	19. SIGNATURE OF INSPECTOR
		[illegible] Capt. Corps

ELEVATION	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS (Description)	% CORE RECOVERY	BOX OR SAMPLE NO.	REMARKS (Drilling time, water loss, depth of weathering, etc., if significant)
	2					
	4		SAND			
	6					
	8					
	10					
	12		Top of [illegible]			
	14		BM			
	16					

6. DIRECTION OF HOLE			7. THICKNESS OF OVER-BURDEN	8. DEPTH DRILLED INTO ROCK	9. TOTAL DEPTH OF HOLE
☑ VERTICAL	☐ INCLINED	DEGREES WITH VERTICAL			21.5'

10. SIZE AND TYPE OF BIT	11. DATUM FOR ELEVATION SHOWN (TBM or MSL)	12. MANUFACTURER'S DESIGNATION OF DRILL
2 1/4		

13. TOTAL NO. OF OVERBURDEN SAMPLES TAKEN		14. TOTAL NO. CORE BOXES	15. ELEV. GROUND WATER	16. DATE HOLE	
DISTURBED	UNDISTURBED			STARTED	COMPLETED
				9 Oct. 62	9 Oct. 62

17. ELEV. TOP OF HOLE	18. TOTAL CORE RECOVERY FOR BORING (%)	19. SIGNATURE OF INSPECTOR
		J. Churchill (Capt.)

ELEVATION	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS (Description)	% CORE RECOVERY	BOX OR SAMPLE NO.	REMARKS (Drilling time, water loss, depth of weathering, etc., if significant)
	2		SAND			
	4					
	6					
	8					
	10					
	12		Top of Rock			
	14		BK			
	16					
	18					
	20		Bottom of hole @ 21.5			

ENG FORM 1836 1 MAR 61 (EM 1110-1-1801) C. W. WRITING

PREVIOUS EDITION MAY BE USED UNTIL EXHAUSTED.

PROJECT [illegible] HOLE NO. [illegible]

HOLE NO. BH-2

DEPARTMENT OF THE ARMY

DIVISION _____

INSTALLATION _____

DRILLING LOG

1. PROJECT				SHEET 1 OF 1
2. LOCATION (Coordinates or Station)				
3. DRILLING AGENCY				
4. HOLE NO. (As shown on drawing title and file no.) 3		5. NAME OF DRILLER		
6. DIRECTION OF HOLE ☒ VERTICAL ☐ INCLINED	DEGREES WITH VERTICAL	7. THICKNESS OF OVER-BURDEN	8. DEPTH DRILLED INTO ROCK	9. TOTAL DEPTH OF HOLE 25
10. SIZE AND TYPE OF BIT 2½"	11. DATUM FOR ELEVATION SHOWN (TBM or MSL)	12. MANUFACTURER'S DESIGNATION OF DRILL		
13. TOTAL NO. OF OVERBURDEN SAMPLES TAKEN: DISTURBED	UNDISTURBED	14. TOTAL NO. CORE BOXES	15. ELEV. GROUND WATER	16. DATE HOLE: STARTED 7-2	COMPLETED 7-2
17. ELEV. TOP OF HOLE	18. TOTAL CORE RECOVERY FOR BORING (%)	19. SIGNATURE OF INSPECTOR		

ELEVATION	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS (Description)	% CORE RECOVERY	BOX OR SAMPLE NO.	REMARKS (Drilling time, water loss, depth of weathering, etc., if significant)
	1		Fill.			
			0.2 – 2.5			
			Sand, tan			
			2.5 – 25			
			Sand, tan, fine			
			BH			
			Bottom of hole at 25'			

4. HOLE NO. (As shown on drawing title and file number)	5. NAME OF DRILLER
3	

6. DIRECTION OF HOLE			7. THICKNESS OF OVER-BURDEN	8. DEPTH DRILLED INTO ROCK	9. TOTAL DEPTH OF HOLE
☒ VERTICAL	☐ INCLINED	DEGREES FROM VERTICAL			5.4

10. SIZE AND TYPE OF BIT	11. DATUM FOR ELEVATION SHOWN (TBM or MSL)	12. MANUFACTURER'S DESIGNATION OF DRILL
2 1/4		

13. TOTAL NO. OF OVERBURDEN SAMPLES TAKEN		14. TOTAL NO. CORE BOXES	15. ELEV. GROUND WATER	16. DATE HOLE	
DISTURBED	UNDISTURBED			STARTED	COMPLETED

17. ELEV. TOP OF HOLE	18. TOTAL CORE RECOVERY FOR BORING (%)	19. SIGNATURE OF INSPECTOR
		Coutre

ELEVATION	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS (Description)	% CORE RECOVERY	BOX OR SAMPLE NO.	REMARKS (Drilling time, water loss, depth of weathering, etc., if significant)
	2		52/6"			
	4					
	6		0.2 – 7.5			
			Gr/sa			
			7.5 – 2.5			
			Top of Rock			
			BK			
			Bottom of Hole 5.4			

ENG FORM 1836 1 MAR 61 (EM 1110-1-1801) C. W. WRITING

PREVIOUS EDITION MAY BE USED UNTIL EXHAUSTED.

PROJECT [illegible] HOLE NO. A-3410

[illegible] 23348

HOLE NO. PN 3141

DEPARTMENT OF THE ARMY

DIVISION NPD

INSTALLATION NPN

DRILLING LOG

1. PROJECT Pier 3 Ind Jetty Dev Pile — SHEET 1 OF 1

2. LOCATION (Coordinates or Station) N.E. corner of wat...

3. DRILLING AGENCY U.S. Corps of ...

4. HOLE NO. (As shown on drawing title and file No.) 1

5. NAME OF DRILLER Lopez

6. DIRECTION OF HOLE: ☐ VERTICAL ☐ INCLINED — DEGREES WITH VERTICAL

7. THICKNESS OF OVER BURDEN

8. DEPTH DRILLED INTO ROCK

9. TOTAL DEPTH OF HOLE 17.2

10. SIZE AND TYPE OF BIT

11. DATUM FOR ELEVATION SHOWN (TBM or MSL)

12. MANUFACTURER'S DESIGNATION OF DRILL

13. TOTAL NO. OF OVERBURDEN SAMPLES TAKEN — DISTURBED / UNDISTURBED

14. TOTAL NO. CORE BOXES

15. ELEV. GROUND WATER

16. DATE HOLE — STARTED 8 Oct 62 — COMPLETED 8 Oct 62

17. ELEV. TOP OF HOLE

18. TOTAL CORE RECOVERY FOR BORING (%)

19. SIGNATURE OF INSPECTOR Churchill (copy)

ELEVATION	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS (Description)	% CORE RECOVERY	BOX OR SAMPLE NO.	REMARKS (Drilling time, water loss, depth of weathering, etc., if significant)
	2		SA/GR			
	4					
	6					
	8					
	10		2.0 @ 10°			
	12		BR			
	14					
	16					

6. DIRECTION OF HOLE			7. THICKNESS OF OVER-BURDEN	8. DEPTH DRILLED INTO ROCK	9. TOTAL DEPTH OF HOLE
☐ VERTICAL	☐ INCLINED	DEGREES WITH VERTICAL			

10. SIZE AND TYPE OF BIT	11. DATUM FOR ELEVATION SHOWN (TBM or MSL)	12. MANUFACTURER'S DESIGNATION OF DRILL

13. TOTAL NO. OF OVERBURDEN SAMPLES TAKEN		14. TOTAL NO. CORE BOXES	15. ELEV. GROUND WATER	16. DATE HOLE	
DISTURBED	UNDISTURBED			STARTED	COMPLETED

17. ELEV. TOP OF HOLE	18. TOTAL CORE RECOVERY FOR BORING (%)	19. SIGNATURE OF INSPECTOR
		Churchill (cap't)

ELEVATION	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS (Description)	% CORE RECOVERY	BOX OR SAMPLE NO.	REMARKS (Drilling time, water loss, depth of weathering, etc., if significant)
	2					
	1		Sa/GR			
	6					
	8					
	10		0.0 to 10.0			
	12		BR			
	14					
	16		13.0 to 17.0			
	18		Bottom of Hole			

ENG FORM 1836 (EM 1110-1-1801) PREVIOUS EDITION MAY BE USED UNTIL EXHAUSTED PROJECT HOLE NO

HOLE NO. PA 3493

DEPARTMENT OF THE ARMY

DIVISION NPD

INSTALLATION NPN

DRILLING LOG

1. PROJECT Pier Jetty Dike				SHEET 1 OF
2. LOCATION (Coordinates or Station) N.E. corner of Pier				
3. DRILLING AGENCY U.S.C.E.				
4. HOLE NO. (As shown on drawing title and file No.) 5	5. NAME OF DRILLER			
6. DIRECTION OF HOLE ☒ VERTICAL ☐ INCLINED DEGREES WITH VERTICAL	7. THICKNESS OF OVER-BURDEN	8. DEPTH DRILLED INTO ROCK	9. TOTAL DEPTH OF HOLE 12.8	
10. SIZE AND TYPE OF BIT 2 1/2	11. DATUM FOR ELEVATION SHOWN (TBM or MSL)	12. MANUFACTURER'S DESIGNATION OF DRILL		
13. TOTAL NO. OF OVERBURDEN SAMPLES TAKEN DISTURBED / UNDISTURBED	14. TOTAL NO. CORE BOXES	15. ELEV. GROUND WATER	16. DATE HOLE STARTED	COMPLETED
17. ELEV. TOP OF HOLE	18. TOTAL CORE RECOVERY FOR BORING (%)	19. SIGNATURE OF INSPECTOR		

ELEVATION	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS (Description)	% CORE RECOVERY	BOX OR SAMPLE NO.	REMARKS (Drilling time, water loss, depth of weathering, etc., if significant)
	2		Fill Mica Silt			
	4		2 4'			
	6					
	8		5± Gr			
			4' 0 12½			
			B.P.			

4. HOLE NO. (As shown on drawing title and sketch No.)		5. NAME OF INSPECTOR			
5		Lopez			
6. DIRECTION OF HOLE			7. THICKNESS OF OVER-BURDEN	8. DEPTH DRILLED INTO ROCK	9. TOTAL DEPTH OF HOLE
☒ VERTICAL	☐ INCLINED	DEGREES WITH VERTICAL			18
10. SIZE AND TYPE OF BIT		11. DATUM FOR ELEVATION SHOWN (TBM or MSL)	12. MANUFACTURER'S DESIGNATION OF DRILL		
2 1/2					
13. TOTAL NO. OF OVERBURDEN SAMPLES TAKEN		14. TOTAL NO. CORE BOXES	15. ELEV. GROUND WATER	16. DATE HOLE	
DISTURBED	UNDISTURBED			STARTED	COMPLETED
17. ELEV. TOP OF HOLE	18. TOTAL CORE RECOVERY FOR BORING (%)	19. SIGNATURE OF INSPECTOR			

ELEVATION	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS (Description)	% CORE RECOVERY	BOX OR SAMPLE NO.	REMARKS (Drilling time, water loss, depth of weathering, etc., if significant)
	2		Surface weathered			
	4		2 ... 4'			
	6					
	8		5 1/2 GP			
	12		4' ... D ... 12'			
	14		BP			
	16		14' ... 16'			

HOLE NO. PN 3493

DEPARTMENT OF THE ARMY

DIVISION _____

INSTALLATION _____

DRILLING LOG

1. PROJECT				SHEET / OF
2. LOCATION (Coordinates or Station)				
3. DRILLING AGENCY				
4. HOLE NO. (As shown on drawing title and File No.)			5. NAME OF DRILLER	
6. DIRECTION OF HOLE: ☐ VERTICAL ☐ INCLINED	DEGREES WITH VERTICAL	7. THICKNESS OF OVER-BURDEN	8. DEPTH DRILLED INTO ROCK	9. TOTAL DEPTH OF HOLE 135
10. SIZE AND TYPE OF BIT	11. DATUM FOR ELEVATION SHOWN (TBM or MSL)	12. MANUFACTURER'S DESIGNATION OF DRILL		
13. TOTAL NO. OF OVERBURDEN SAMPLES TAKEN: DISTURBED / UNDISTURBED		14. TOTAL NO. CORE BOXES	15. ELEV. GROUND WATER	16. DATE HOLE: STARTED / COMPLETED
17. ELEV. TOP OF HOLE	18. TOTAL CORE RECOVERY FOR BORING (%)	19. SIGNATURE OF INSPECTOR		

ELEVATION	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS (Description)	% CORE RECOVERY	BOX OR SAMPLE NO.	REMARKS (Drilling time, water loss, depth of weathering, etc., if significant)

4. HOLE NO. (As shown on drawing title and file no.)		5. NAME OF DRILLER			
5					
6. DIRECTION OF HOLE: ☐ VERTICAL ☐ INCLINED	DEGREES WITH VERTICAL	7. THICKNESS OF OVER-BURDEN	8. DEPTH DRILLED INTO ROCK	9. TOTAL DEPTH OF HOLE	135
10. SIZE AND TYPE OF BIT	11. DATUM FOR ELEVATION SHOWN (TBM or MSL)	12. MANUFACTURER'S DESIGNATION OF DRILL			
13. TOTAL NO. OF OVERBURDEN SAMPLES TAKEN: DISTURBED / UNDISTURBED	14. TOTAL NO. CORE BOXES	15. ELEV. GROUND WATER	16. DATE HOLE: STARTED	COMPLETED	
17. ELEV. TOP OF HOLE	18. TOTAL CORE RECOVERY FOR BORING (%)	19. SIGNATURE OF INSPECTOR			

ELEVATION	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS (Description)	% CORE RECOVERY	BOX OR SAMPLE NO.	REMARKS (Drilling time, water loss, depth of weathering, etc., if significant)

ENG FORM 1836 1 MAR 61 (EM 1110-1-1801) C. W. WRITING PREVIOUS EDITION MAY BE USED UNTIL EXHAUSTED.

PROJECT [illegible] HOLE NO. [illegible]

A23348

HOLE NO. PV 3414

DEPARTMENT OF THE ARMY

DIVISION _____

INSTALLATION _____

DRILLING LOG

1. PROJECT Pico Dam Tuba City, Ariz.				SHEET 1 OF 1
2. LOCATION (Coordinates or Station)				
3. DRILLING AGENCY				
4. HOLE NO. (As shown on drawing title and file No.) 7			5. NAME OF DRILLER	
6. DIRECTION OF HOLE ☑ VERTICAL ☐ INCLINED		DEGREES WITH VERTICAL	7. THICKNESS OF OVER-BURDEN	8. DEPTH DRILLED INTO ROCK	9. TOTAL DEPTH OF HOLE 22
10. SIZE AND TYPE OF BIT 2 1/2		11. DATUM FOR ELEVATION SHOWN (TBM or MSL)	12. MANUFACTURER'S DESIGNATION OF DRILL		
13. TOTAL NO. OF OVERBURDEN SAMPLES TAKEN DISTURBED	UNDISTURBED	14. TOTAL NO. CORE BOXES	15. ELEV. GROUND WATER	16. DATE HOLE STARTED 6-2-53	COMPLETED
17. ELEV. TOP OF HOLE	18. TOTAL CORE RECOVERY FOR BORING (%)		19. SIGNATURE OF INSPECTOR		

ELEVATION	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS (Description)	% CORE RECOVERY	BOX OR SAMPLE NO.	REMARKS (Drilling time, water loss, depth of weathering, etc., if significant)
	2		SAND			
	4					
			SAND			
			SAND			
			SAND			

5. HOLE NO. (As shown on drawing title)		6. NAME OF INSPECTOR	
7			

6. DIRECTION OF HOLE			7. THICKNESS OF OVERBURDEN	8. DEPTH DRILLED INTO ROCK	9. TOTAL DEPTH OF HOLE
☒ VERTICAL	☐ INCLINED	DEGREES WITH VERTICAL			32

10. SIZE AND TYPE OF BIT	11. DATUM FOR ELEVATION SHOWN (TBM or MSL)	12. MANUFACTURER'S DESIGNATION OF DRILL
2½		

13. TOTAL NO. OF OVERBURDEN SAMPLES TAKEN		14. TOTAL NO. CORE BOXES	15. ELEV. GROUND WATER	16. DATE HOLE	
DISTURBED	UNDISTURBED			STARTED	COMPLETED
				6 Oct 63	6 Oct 63

17. ELEV. TOP OF HOLE	18. TOTAL CORE RECOVERY FOR BORING (%)	19. SIGNATURE OF INSPECTOR
		(S. L. [illegible])

ELEVATION	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS (Description)	% CORE RECOVERY	BOX OR SAMPLE NO.	REMARKS (Drilling time, water loss, depth of weathering, etc., if significant)
	2		SA/GA			
	4					
			0.1 TO 5'			
	6		SA/GA			
			5' TO 7'			
	10		SA/GA			
			7' TO 12'			
			TOP OF ROCK			
	14					
			BX			
			BOTTOM OF HOLE 22.0			

ENG FORM 1836 1 MAR 61 (EM 1110-1-1801) C. W. WRITING PREVIOUS EDITION MAY BE USED UNTIL EXHAUSTED.

PROJECT [illegible] HOLE NO. P#399-1

[illegible] A23348

HOLE NO. PH 3-1-7I

DEPARTMENT OF THE ARMY

DIVISION

INSTALLATION

DRILLING LOG

1. PROJECT				SHEET OF
2. LOCATION (Coordinates or Station)				
3. DRILLING AGENCY				
4. HOLE NO. (As shown on drawing title and file No.)		5. NAME OF DRILLER		
6. DIRECTION OF HOLE: ☐ VERTICAL ☐ INCLINED; DEGREES WITH VERTICAL		7. THICKNESS OF OVER-BURDEN	8. DEPTH DRILLED INTO ROCK	9. TOTAL DEPTH OF HOLE
10. SIZE AND TYPE OF BIT	11. DATUM FOR ELEVATION SHOWN (TBM or MSL)	12. MANUFACTURER'S DESIGNATION OF DRILL		
13. TOTAL NO. OF OVERBURDEN SAMPLES TAKEN: DISTURBED / UNDISTURBED	14. TOTAL NO. CORE BOXES	15. ELEV. GROUND WATER	16. DATE HOLE: STARTED / COMPLETED	
17. ELEV. TOP OF HOLE	18. TOTAL CORE RECOVERY FOR BORING (%)	19. SIGNATURE OF INSPECTOR		

ELEVATION	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS (Description)	% CORE RECOVERY	BOX OR SAMPLE NO.	REMARKS (Drilling time, water loss, depth of weathering, etc., if significant)

6. DIRECTION OF HOLE			7. THICKNESS OF OVER-BURDEN	8. DEPTH DRILLED INTO ROCK	9. TOTAL DEPTH OF HOLE
☐ VERTICAL	☐ INCLINED	DEGREES WITH VERTICAL			
10. SIZE AND TYPE OF BIT		11. DATUM FOR ELEVATION SHOWN (TBM or MSL)	12. MANUFACTURER'S DESIGNATION OF DRILL		
13. TOTAL NO. OF OVERBURDEN SAMPLES TAKEN		14. TOTAL NO. CORE BOXES	15. ELEV. GROUND WATER	16. DATE HOLE	
DISTURBED	UNDISTURBED			STARTED	COMPLETED
17. ELEV. TOP OF HOLE	18. TOTAL CORE RECOVERY FOR BORING (%)		19. SIGNATURE OF INSPECTOR		

ELEVATION	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS (Description)	% CORE RECOVERY	BOX OR SAMPLE NO.	REMARKS (Drilling time, water loss, depth of weathering, etc., if significant)

C LR4 (52) 6014

File copy

RM E-123X 100M 4-62

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10
XXXXXXXX

Arlington, Oregon
September 6, 1963

Re: John Day River Bridge
Contract 6014
Pier 3 Backfill

Pacific Concrete Company
P. O. Box 7648
Portland 20, Oregon

Gentlemen:

This letter is written to follow my verbal instruction to Mr. C. V. Gliddon on September 5, 1963.

Soundings of the river bottom in the immediate area of Pier 3 have indicated that the North East corner of this left footing is now completely exposed to the river currents - clear down to, or below, the bottom of this footing. Remaining areas of both footings are well silted over and are not a problem at this time.

This errosion was caused by a rapid flow of water at high run-off periods, between and around the large rectangular shafts at Pier 3. Your construction dike, jutting out from the East river bank to the South East corner of the right shaft, has severely choked the crossection available to water seeking to bypass those shafts. The resulting high velocity and turbulence has created an errosion hazard.

To repair damage to the left footing backfill, you are hereby instructed to backfill over and around this footing until soundings indicate a safe condition. It must be pointed out that you are obligated to provide a satisfactory backfill for all structural excavations on this project and no significant backfill has been provided at this pier.

In addition, you are also instructed to clear your dike material from the John Day River chanel for a distance of fifty feet (50 ft.) to the east of the right shaft of Pier 3. A minimum depth of five feet (5 ft) below existing low water level (elev. 159'), will be sufficient. This will allow a much slower run-off velocity due to the increased flow area - with less turbulence and errosion potential.

L. R. ALLEN

Please contact this office for answers to any questions you may have on this matter.

Very truly yours,

D. W. Gallaher

D. W. Gallaher
Resident Bridge Engineer

DWG/wcs

cc: Mr. I. D. Marchant
Mr. Dean Swift
Mr. J. S. Sawyer
Mr. Don Mello
Mr. C. V. Glidden

Pacific Concrete Company

Job 490

Date 9/27/62

Work Accomplished

Shoring and Cribbing Clamming Crib on Pier 3 (E+B. Bucket & hrs)

Structural Excavation

False Work

Form Work and What Item Shaft Forms for Pier 4. Deck Forms at 490-A. Short Shaft at Pier 7

C.Y. Concrete and What Item

Misc. (Such as Sack, Cure, etc.)

Material Ordered: Ordered Concrete For Pier 1 Beam

Material Received:

Comments and Diary Vern and Gallaher still discussing Pier 3 Ftg roblem. Gallaher wants all material excavated to bedrock. ince sheets are not to rock, Vern wants To use Tremie Conc. eal to prevent cell From blowing in. Gentry of Ind Accident omm. says not to put men in cell to hand excavate.

Weather Conditions Mostly cloudy with light wind, Dry Temp 70° to 75°

C. V. Wiedeman
by Henderson

68

Pacific Concrete Compan

Job 496

Date Filed. Oct 16, 1962

Work Accomplished

Shoring and Cribbing

Structural Excavation Finish excavation on Pier 3 Ftg.

False Work

Form Work and What Item Sheet forms Pier 4. Deck + Curb Forms on 496A.
Strip Beam Pier 1. Strip beam Bent 2

C.Y. Concrete and What Item 115 cu. yds. 6.3 sk on Pier 3 Ftg. Lt.

Misc. (Such as Sack, Cure, etc.)

Material Ordered: Concrete for Pier 3 - Rt Footing tomorrow

Material Received:

Comments and Diary Mr Franzen of Corps of Engineers called today and said that after analizing test cores Taken from Pier 3 Footing the bearing quality of material under Footings is very good and sound. Williams took check to load River for Geo. to pay off Ed Bauman.

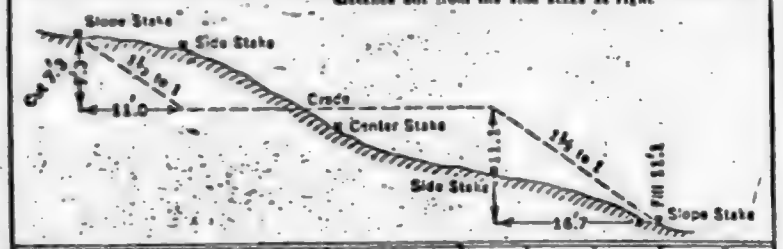
Weather Conditions Cloudy, Rain, Calm Temp 50° to 60°

by Carl Williams

DISTANCES FROM SIDE STAKES FOR CROSS-SECTIONING

Roadway of any Width. Side Slopes 1½ to 1.

In the figure below; opposite 7 under "Cut or Fill" and under .3 read 11.0, the distance out from the side stake at left. Also, opposite 11 under "Cut or Fill" and under .1 read 16.7, the distance out from the side stake at right.



Cut or Fill	0	.1	.2	.3	.4	.5	.6	.7	.8	.9	Cut or Fill
	Distance cut from Side or Shoulder Stake —										
0	0.0	0.2	0.3	0.5	0.6	0.8	0.9	1.1	1.2	1.4	0
1	1.5	1.7	1.8	2.0	2.1	2.3	2.4	2.6	2.7	2.9	1
2	3.0	3.2	3.3	3.5	3.6	3.8	3.9	4.1	4.2	4.4	2
3	4.5	4.7	4.8	5.0	5.1	5.3	5.4	5.6	5.7	5.9	3
4	6.0	6.2	6.3	6.5	6.6	6.8	6.9	7.1	7.2	7.4	4
5	7.5	7.7	7.8	8.0	8.1	8.3	8.4	8.6	8.7	8.9	5
6	9.0	9.2	9.3	9.5	9.6	9.8	9.9	10.1	10.2	10.4	6
7	10.5	10.7	10.8	11.0	11.1	11.3	11.4	11.6	11.7	11.9	7
8	12.0	12.2	12.3	12.5	12.6	12.8	12.9	13.1	13.2	13.4	8
9	13.5	13.7	13.8	14.0	14.1	14.3	14.4	14.6	14.7	14.9	9
10	15.0	15.2	15.3	15.5	15.6	15.8	15.9	16.1	16.2	16.4	10
11	16.5	16.7	16.3	17.0	17.1	17.3	17.4	17.6	17.7	17.9	11
12	18.0	18.2	18.3	18.5	18.6	18.8	18.9	19.1	19.2	19.4	12
13	19.5	19.7	19.8	20.0	20.1	20.3	20.4	20.6	20.7	20.9	13
14	21.0	21.2	21.3	21.5	21.6	21.8	21.9	22.1	22.2	22.4	14
15	22.5	22.7	22.8	23.0	23.1	23.3	23.4	23.6	23.7	23.9	15
16	24.0	24.2	24.3	24.5	24.6	24.8	24.9	25.1	25.2	25.4	16
17	25.5	25.7	25.8	26.0	26.1	26.3	26.4	26.6	26.7	26.9	17
18	27.0	27.2	27.3	27.5	27.6	27.8	27.9	28.1	28.2	28.4	18
19	28.5	28.7	28.8	29.0	29.1	29.3	29.4	29.6	29.7	29.9	19
20	30.0	30.2	30.3	30.5	30.6	30.8	30.9	31.1	31.2	31.4	20
21	31.5	31.7	31.8	32.0	32.1	32.3	32.4	32.6	32.7	32.9	21
22	33.0	33.2	33.3	33.5	33.6	33.8	33.9	34.1	34.2	34.4	22
23	34.5	34.7	34.8	35.0	35.1	35.3	35.4	35.6	35.7	35.9	23
24	36.0	36.2	36.3	36.5	36.6	36.8	36.9	37.1	37.2	37.4	24
25	37.5	37.7	37.8	38.0	38.1	38.3	38.4	38.6	38.7	38.9	25
26	39.0	39.2	39.3	39.5	39.6	39.8	39.9	40.1	40.2	40.4	26
27	40.5	40.7	40.8	41.0	41.1	41.3	41.4	41.6	41.7	41.9	27
28	42.0	42.2	42.3	42.5	42.6	42.8	42.9	43.1	43.2	43.4	28
29	43.5	43.7	43.8	44.0	44.1	44.3	44.4	44.6	44.7	44.9	29
30	45.0	45.2	45.3	45.5	45.6	45.8	45.9	46.1	46.2	46.4	30
31	46.5	46.7	46.8	47.0	47.1	47.3	47.4	47.6	47.7	47.9	31
32	48.0	48.2	48.3	48.5	48.6	48.8	48.9	49.1	49.2	49.4	32
33	49.5	49.7	49.8	50.0	50.1	50.3	50.4	50.6	50.7	50.9	33
34	51.0	51.2	51.3	51.5	51.6	51.8	51.9	52.1	52.2	52.4	34
35	52.5	52.7	52.8	53.0	53.1	53.3	53.4	53.6	53.7	53.9	35
36	54.0	54.2	54.3	54.5	54.6	54.8	54.9	55.1	55.2	55.4	36
37	55.5	55.7	55.8	56.0	56.1	56.3	56.4	56.6	56.7	56.9	37
38	57.0	57.2	57.3	57.5	57.6	57.8	57.9	58.1	58.2	58.4	38
39	58.5	58.7	58.8	59.0	59.1	59.3	59.4	59.6	59.7	59.9	39
40	60.0	60.2	60.3	60.5	60.6	60.8	60.9	61.1	61.2	61.4	40

INDEX

1. Drill Log Narrative
2. Drill Log Left Footing Holes #1 & #2
3. " " " " " #3 & #4
4. " " Right " " #1 & #2
5. " " " " " #3 & #4

Drill Log Narative

CofE Drill crew of from 2 to 3 men using a Pneumatic Wagon Drill mounted on a D-4 Cat, made Probs of Ftg. mtls on the 5th, 6th and 8th of October, 1962.

Due to the nature of drilling system used - no undisturbed samples were taken; and all mtl. was washed and blown out of Drill casing as tailings.

Only a trace of silt was indicated in all holes - by a brownish tint in tailings.

Elevations shown for top of Basalt Bedrock are as correct as could be determined. However, it was obvious that a decomposed & soft Basalt layer of 6" to 12" - lies on top of this Bedrock Formation.

All holes showed the same foundation material of compacted sand and gravel - all the way to Basalt Bedrock. No soft material was encountered.

As the Drill Rig was actually lowered into pumped dry cells, it was impossible to reach the actual ftg. corners - due to cofferdam ring bracing struts.

Footing size 23'-0" x 29'-0".

				by DWG:	Fair Core Notes:
Drill Log	10-5-62	Fair		Hole #1	Left Leg
Elev.	144.5	Bot. Exc.	in Sandy Gravel		
	141.8	Top Sandy	Gravel		
	140.0	Silts	✓	-	
	131.2	Bedrock			
	127.0	✓		-	
				-	
Notes: All Drilling in Water Brg. Mtl. - with silts washed					
Drill Log	10-6-62	Fair		Hole #2	Left Leg.
Elev.	144.6	Bot. Exc.	in Basalt Boulders & Gravel		
	140.1	Sandy	Gravel		
	131.6	Basalt	Bedrock		
	125.8	✓	✓		
	/				

PIER #3.

Top'd Around Basalt Boulders & Pea Gravel

25' From N. Face of Sheets & 40' from ℄ Pier

Stock Tanks

LEFT F-G.

N

Strut

Footing Limits

Road ℄

Shafts

with just a trace of Silt

Drill Log	10-6-62	Fair		Hole #3	Location
Elev.	144.6	Bot. Excv.	Sandy Gravel		
	139.1	Sandy Gravel	with More Sand Content		
	137.1	"	" Less		
	134.9	Basalt	Bedrock.		
	133.1	"	"	Bot Hole	
Drill Log	10-6-62	Fair		Hole #4	Location
Elev.	144.0	Bot Excv.	Sandy Gravel		
	138.3	Sandy Gravel	with More Sand		
	136.2	"	"	Normal	
	131.5	Basalt	Bedrock		
	122.0	"	"	Bot. Hole	

Pier #3

8' from & Sloped 4° from Edge Sheet Pile

4° from & Sloped 4° from Edge Sheets

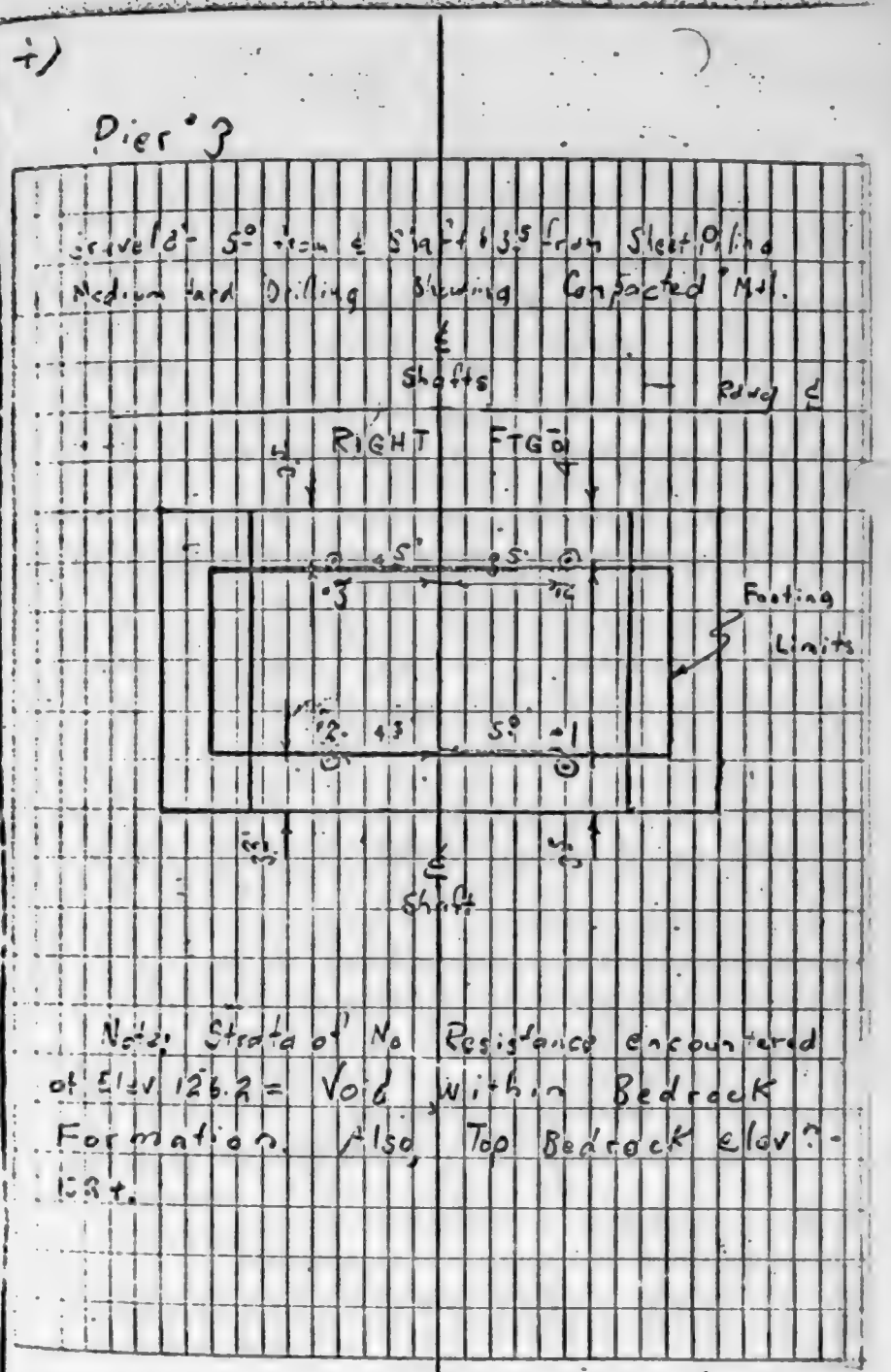
Face to Drill

Top of Decomposed Weathered Basalt

Drill Log	10-8-62	Cloudy	Hole #1	Rain
Elev	143.0	Bot. Excv. in Sandy Gravel		
	131.6	Top Basalt Bedrock		
	127.0	Bot. Hole		
Note:	Same Mat. - Sandy	Gravel all thru.	Except	
	one- 6"-	Layer of Basalt	at Elev 138:	

Drill Log	10-8-62	Cloudy	Hole #3
Elev.	143.3	Bot. Excv in Sandy Gravel	
	131.8	Top Basalt Bedrock	
	126.2	Begin Void	
	125.3	Back in Bedrock	
	121.8	Bot. Hole	

Pier #3



Note: Strata of No Resistance encountered at Elev 126.2 = Void within Bedrock Formation. Also, Top Bedrock elev ? - Est.

Drill Log	10-8-62	Cloudy		
Elev.	143.2	Bot Excv. in	Sand	
	135.7	Gravelly	Sand	
	133.6	Basalt	Bedrock	
	127.8	Bot Hole		✓

Drill Log	10-8-62	Cloudy		
Elev	143.2	Bot. Excv. in	Sand	
	133.2	Basalt	Bedrock	
	126.0	Bot	Hole.	

108A(40)

FORM 8-80 5M 8-61 56681

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 7, 1962

NOTED & GAL

SUBJECT: John Day River Bridge
Bridge No. 108A

To: MEMO TO THE FILES:

On the afternoon of October 2, 1962, I took a call from Don Gallaher concerning the excavation work for Pier no. 3. The contractor was very disturbed concerning the difficulty in excavation. Don, who was calling from the contractor's office, handed the phone over to Otis Jordan (one of the partners of Pacific Concrete Co.) and he talked at length on the supposedly impossible situation of excavating in cemented gravel. I said I would be on the job tomorrow at 10.

Work done on Pier 3, the river pier, to the present time consisted as follows: Contractor had gloryholed the river bottom using a 3 ton clam shell made especially for tough going. This gloryholing had been stopped some 10 to 14 feet above the rock elevation shown on the plan. Unable to excavate further it was thought by the contractor that they were on a rock formation.

The crib frames were then set in position and steel sheets placed. Backfilling taken from adjacent area (not the excavated material) was placed all around the crib. However, it was found that the steel sheets could be driven into this so called "rock" formation. Excavation had been proceeding at a very slow rate in both footings and was now 11 to 14 feet below the river bed. The downstream excavation was at a higher elevation than the upstream. It was also a little more compact with many large rocks being encountered in the northwest corner. Excavation was being done by pumping the cribs "dry" (the material had just enough fines to seal off most of the water so that a 6" pump could handle it) and then slucing the gravel with a fire hose to loosen it.

On arriving at the job, I found what I would call a tightly compacted river sand and gravel rather than the semi-cemented material described by the contractor. I told the contractors, Mr. Jordan and Mr. Glidden, I thought they were unduly disturbed and were expecting a much too easy show for this type of work. Mr. Jordan (this was his first on-the-job contact with this work) agreed with me that Mr. Glidden, who runs the field work, was overly concerned.

However, these footings, although they were intended to found on bed rock, were designed for 3.8 tons per square foot. The contractor thought we should stop at these elevations. I told Mr. Jordan and Mr. Glidden that it was my belief also that the present material was more than adequate for 3.8 tons

NOTED & INITIALED

and therefore, suitable for founding the footings provided it could be determined by drilling (possibly by using the Army Engineer's rig) that the same material extended on down to bedrock with no soft or compressible layers.

If the drilling substantiated this, then it would serve no purpose to force the contractor into a costly and time consuming operation. The pier would serve its purpose just as well whether it was founded in the gravel above the rock or directly on the rock. Besides there would be a considerable savings to the State for decreased quantities of structural excavation, class "A" concrete and reinforcing steel. The present elevations for the upstream and downstream shafts were well below any scour danger and in addition it would be only 2 or 3 years until this whole area would be covered by the John Day Dam pool.

I said I would verify this possible procedure with Mr. Merchant tomorrow morning upon returning to Salem as Mr. Merchant would be away from his office until then. In the meantime there was still considerable work to be done in leveling up the bottom of the cofferdams.

The following morning, October 4, this matter was discussed with Mr. Merchant by myself and also Mr. Jordan who had showed up unexpectedly at the Salem office. Mr. Merchant called Mr. Hansens of the Army Engineers and arrangements were made to bring in their drill rig with the idea of drilling a hole near each corner of each cofferdam.

At this time it was agreed that the contractor at his option, would be permitted to level up the bottom of the excavations by use of extra concrete rather than by excavating the area level, the additional concrete to be at the contractor's expense. The contractor would also assist by doing whatever leveling and grading would be required around the cofferdams or any other work required for the performance of the drill rig.

Subsequent drilling on Oct. 5, 6 and 8 by an "air drill mounted on a D-4 Cat" (4 holes in each footing) substantiated the fact that the compact sand and gravel formation did continue on down to rock with no soft layers encountered. On this basis, the footings were founded on the compacted sand and gravel formation rather than the rock formation below.

It is interesting to note that by founding on the gravel (although this was not a consideration in the disposition of this problem) a serious controversy and possible claim by the contractor was avoided. The plans showed a level rock elevation at approximately 136 and the contractor had ordered his steel sheets accordingly. The above mentioned drilling indicated a rock elevation at 131 to 133.

L. R. Allen

L. R. Allen
Bridge Construction Eng.

IRA:dl
cc: Don Gallaher
Dave Glenn
Dean Swift
BPR

Thursday (Day of Week), December (Month) 6 (Date), 1962

Weather Clear, Sunny 58°F

Bent #1: Setting girder G8. Backfilling with dozer.
Pier #3: Removing sheet piles. Pouring strut "A".
Delivering truss steel on trucks and unloading same.
Assembling falsework towers between pier #1 and pier #2.

West John Day Interchange
Stripping underside of deck. Surface finishing inside walls.

E. C. Minkenberg 12-6-62

R. W. Spence Sampled concrete.
4% air entrainment by test, 4" slump.

(Signature)

Friday (Day of Week), December (Month) 7 (Date), 1962

Weather Clear, Sunny 58° F river elev. 161.7

Men on the job during the week at end of page.

Bethlehem steel members for trusses being unloaded on east side of river.

Pier #3: Finisher (cement) chipping out bolt holes.

Pier #4: Pouring strut A.

West John Day Interchange

Stripping and finishing.

	12-3	12-4	12-5	12-6	12-7
Pacific Conc.	25	24	25	29	29
Bethlehem	12	18	18	18	18
Mercer steel	0	3	3	0	0

E. C. Kleinberg 12-7-62

Concrete sampled by C.G.S.

(Signature)

Monday (Day of Week), December (Month) 10 (Date), 1962

Weather Heavy mist river elev. 161 5

Span #1: Replacing connecting pins with bolts.
Pier #2: Removing lower strut form supporting face plate.
Pier #3: Backfilling with waste material from excavation at bents #3 and #4.
Pier #4: Removing collar forms.
West John Day Interchange
Forming retaining walls #2, #3 and #4. Patching holes in bottom of deck. Stripping outside west wall of structure. Finishing inside west wall.
E.C. Klinkenberg 12-10-62

Dismantling P&H crane and moving crane to west side of John Day River.
E.C.K. 12-11-62

(Signature)

Tuesday (Day of Week) December (Month) 11 (Date) 19.62

Weather Cloudy and Fog

Span #1: one crew bolting cross bracing at bt. #1.

Pier #7: Setting fixed plate assembly in place. Dismantling P&H crane, and moving crane to west side of river.

West John Day Interchange

Finishing inside west wall of structure.

Forming retaining walls.

E.C. Klinkenberg 12-11-62

(Signature)

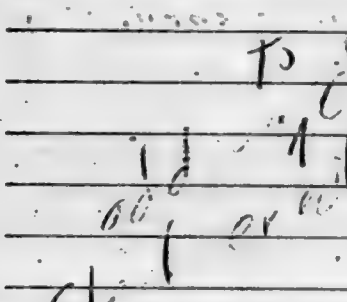
Tuesday (Day of Week) December (Month) 11 (Date) 19 62

Weather Cloudy

Span #1: Beginning to form deck.
Span #2: Putting in cross bracing and bolting up joints.
Span #3: Erecting falsework towers.
Pier #3: Backfilling around pier shafts and pushing out dike into river.
Pouring retaining walls at W. I. D. Int.
Pouring walls #1 and #3.

E.C.K. 12-18-62

Concrete sampled by C.G.S.
4.8% air entrainment by test



(Signature)

Wednesday (Day of Week) December (Month) 19 (Date), 1962

Weather Cloudy

Span #1: Forming deck.

Span #2: Bolting bracing to girders.

Span #3: Setting lower chord members L_0-L_2 atop falsework towers. Putting in bottom chord lateral bracing.

E. C. Klinkenberg 12-19-62

(Signature)

(2)

NPWCD

18 August 1960

Mr. Ivan Merchant, Bridge Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Merchant:

Reference is made to your conversation on 8 August 1960 with Mr. Hansens of this office relative to the affect of high water on construction of the piers of the highway bridge across the John Day River which must be relocated as a portion of the work on the John Day Project. At that time you requested a hydrograph of the John Day River and other information pertinent to the area at the mouth of the river.

This office does not have a summary hydrograph of the John Day River. Records which are available show that the major affect of high water in the vicinity of this bridge will be caused by high flows in the Columbia River due to the backwater affect in the John Day. Currently the reservoir of The Dalles Dam is held at elevation 160 and we are forwarding a chart which shows the estimated elevation of the water surface at the mouth of the John Day River caused by flows of various magnitude in the Columbia River. A summary hydrograph is also transmitted which will show the pattern of high water in the Columbia River.

It should be noted that there are periods of high water on the John Day River which will affect the construction of this bridge by raising the John Day River elevation above the Columbia but records of this office show that such floods are of short duration and should not seriously affect the construction operations on this structure.

Note — this should be noted on plans; i.e., water elevs are due to Col. R. backwater only

Sincerely yours,

E. C. FRANZEN
Chief, Engineering Division

2 Incls
1. Chart
2. Summary Hydrograph

RECEIVED
AUG 19 1960
OREGON STATE HIGHWAY DEPARTMENT
PLANS DIVISION

NOTED
I. D. MERCHANT

NOTED
I. C. ROAKE

EXPLORATION SUMMARY

[illegible] Cornehill

Area Arlington, Oregon [illegible] U. P. Elevation [illegible] Exploration Pneumatic D

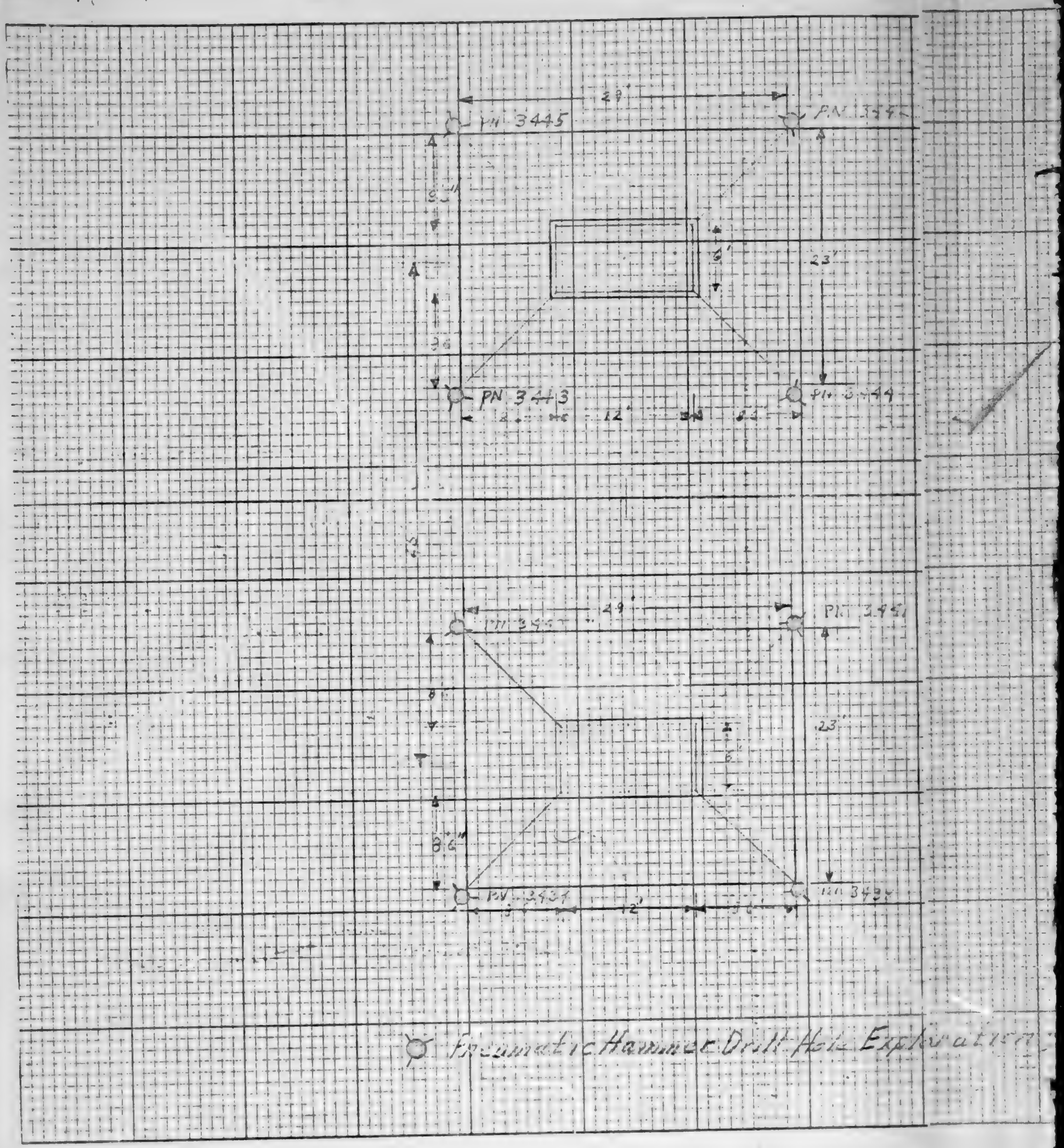
Location of Hole	Hole No.	Sample No.	Test No.	Depth in Feet	Description of Material	Remarks	Symbol	Water Level	Elevation
Sta. Pier 3 IPON S.E. Cor. of So. Cell John Day River	PN-3438			0' - 12' 12' - 17'	Sandy gravel Basalt bedrock				
Sta. Pier 3 IPON S.W. Cor. of So. Cell John Day River	PN-3439			0' - 12' 12' - 22'	Sandy gravel Basalt bedrock				
Sta. Pier 3 IPON N.W. Cor. of So. Cell John Day River	PN-3440			0' - 7' 7' - 10' 10' - 15'	Sandy gravel Gravelly sand Basalt rock				
Sta. Pier 3 IPON N.E. Cor. of So. Cell John Day River	PN-3441			0' - 10' 10' - 17'	Sandy gravel Basalt Bedrock				
Sta. Pier 3 IPON N.E. Cor. of No. Cell John Day River	PN-3442			0' - 5' 5' - 13' 13' - 19'	Sandy gravel w/cobbles Sandy gravel Basalt bedrock				
Sta. Pier 3 IPON S.W. Cor. of No. Cell John Day River	PN-3443			0' - 6' 6' - 8' 8' - 10' 10' - 14'	Sandy gravel Gravelly sand Sandy gravel Basalt bedrock				
Sta. Pier 3 IPON S.E. Cor. of No. Cell John Day River	PN-3444			0' - 6' 6' - 8' 8' - 13'	Sandy gravel Gravelly sand Sandy gravel				
Sta. Pier 3 IPON N.W. Cor. of No. Cell John Day River	PN-3445			0' - 3' 3' - 7' 7' - 13' 13' - 18'	Sandy gravel Gravelly sand Gravelly sand w/trace of silt Basalt bedrock				

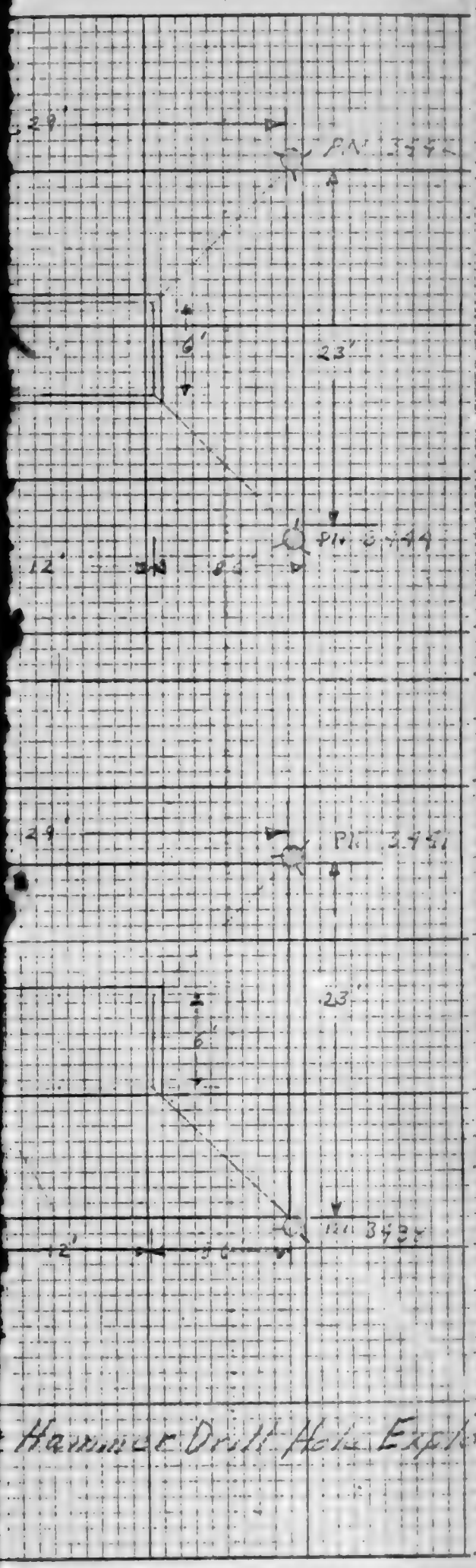
NPW Form
Feb 1952 141

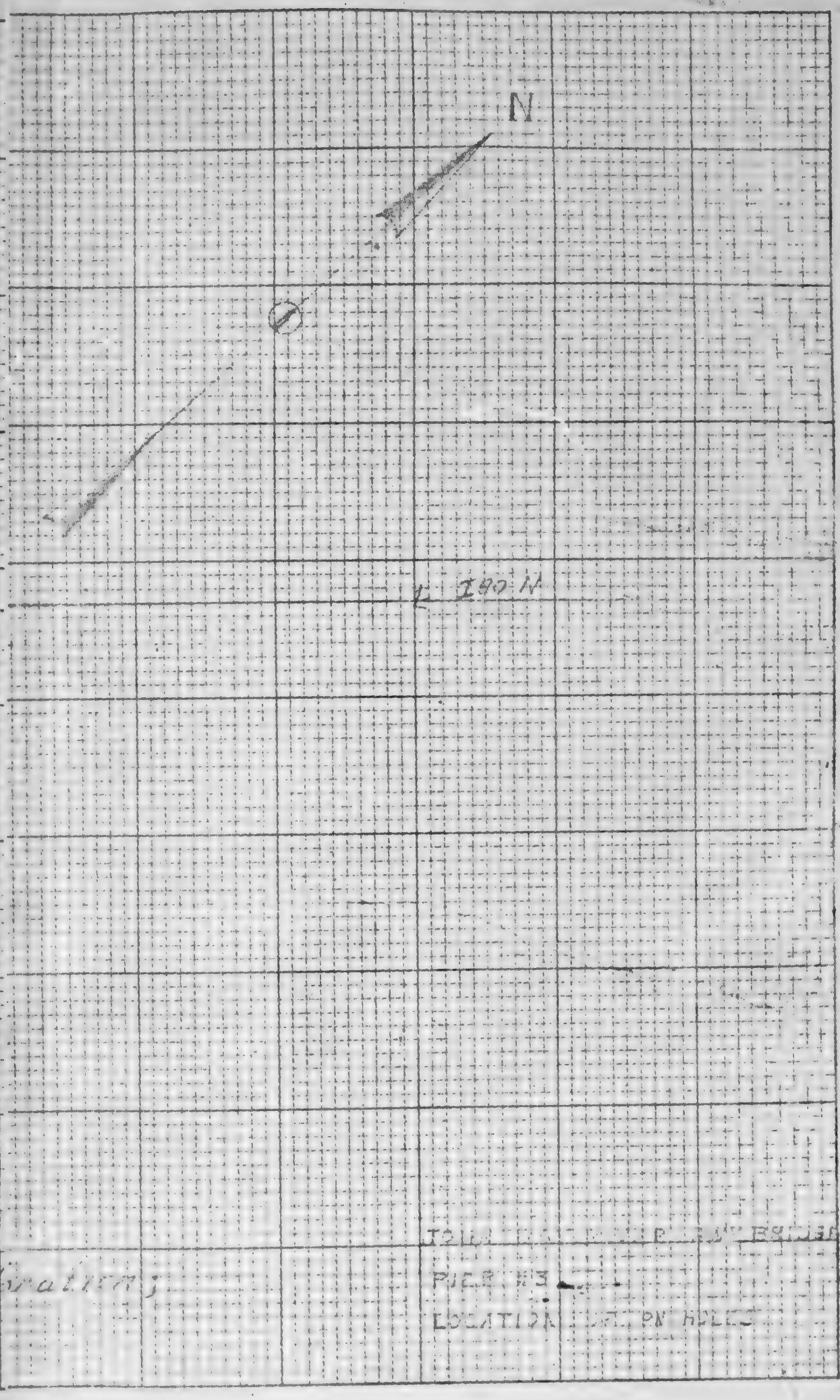
EXPLORATION SUMMARY

[illegible] Pneumatic Hammer [illegible] BX DATE 8 Oct - 6 Dec 62

DESCRIPTION OF MATERIALS	REMARKS
vel	
Crock	
	At 12'
vel	
drock	
	At 12'
el	
sand	
ck	At 10'
vel	
drock	
	At 10'
vel w/cobbles	
vel	
drock	At 13'
vel	
sand	
vel	
drock	At 10'
vel	
sand	
vel	
vel	
sand	
sand w/trace of silt	
drock	At 13'


PN 3445
29'
PN 3442
23"
PN 3443
12'
PN 3444
PN 3441
29'
PN 3440
23"
PN 3439
12'
Pneumatic Hammer Drill Hole Excavation





Hammer Drill Hole Explanation;

TOTAL P.N. DRILL

PIER NO.

LOCATION P.N. HOLES

RECEIVED
MAR 6 - 1967
FOR FILING
I-80N-3(26) 112
6014

STATE OF OREGON
WORKMEN'S COMPENSATION BOARD
SALEM 97310

February 27, 1967

Mr. Tom Edwards
Assistant State Highway Engineer
Oregon State Highway Department
Salem, Oregon 97310

Dear Mr. Edwards:

Re: Pacific Concrete Co. & Otis P. Jordan, Jr.

Mr. Ray Stose, Safety Officer for the State Highway Department, contacted me requesting information as to whether or not orders had been issued to the above firm in 1962 prohibiting blasting on pier foundations for the John Day Dam.

A search of our records discloses that no corrective orders were issued.

Very truly yours,

ACCIDENT PREVENTION DIVISION
James E. Wiles, Director

W. M. Bell
Assistant Director

WMB/ls

cc C. R. Lafferty
L. E. Gentry

Copy to Porter Merchant 2-28-67

NOTED
TOM EDWARDS

RECEIVED
FEB 28 1967
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 1 - 1967

FOR FILING
6014

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 23, 1967

To: MEMORANDUM

SUBJECT: John D y River Bridge
Br. No. 108A
Contract No. 6014

Br. No. 108B
Contract No. 6537

On February 21, 1967, Tom Edwards and I met with three members of the law firm of King & King re: the John Day River Bridge failure. Those present from King & King were:

John W. Gaskins
John A. McWhorter
Paul E. McNally

Pertinent letters and BPR reports were abstracted from the correspondence files of the project and handed the attorneys. Copies of this material are attached to the yellow (file) copy of this memo. Other material left was:

1. Copy of Volume 2 of 2, Design Memorandum No. 7.
2. Copy of construction contract between U.S.E.D. and State on John Day D m relocation.
3. Copy (I.D.M. copy) of A. A. Rear's report to R. L. Porter on bridge failure.
4. Original and only personal diary of D. W. Gallaher.
5. Original and only telephone diary of D.W.Gallaher.
6. Transmittal letter and copies of logs of eight test holes put down inside cofferdams of Pier 3 about October 5 to 8, 1962 by U.S.E.D.
7. A roll of 35 mm. construction pictures (negatives).
8. Copy of design memorandum prepared for U.S.E.D. by Howard, Needles, Tammen and Bergendoff on John Day River R.R. bridge.

The attorneys requested that consideration be given to having a "competent" hydraulics expert who would also be an expert witness in a trial. The attorneys may wish to interview L. R. Allen and D. W. Gallaher, this to be determined after further study. Our files will be searched for any additional pictures and prints sent them.

The meeting with the attorneys lasted six hours and the entire sequence of events was discussed and ended by Mr. Gaskins' completion of a tape recording of events as explained to them by Mr. Edwards and myself and from their examination and interpretation of the material furnished them.

Ivan D. Merchant
Bridge Engineer

RECEIVED
MAY 15 1967
OFFICE OF
STATE HIGHWAY ENGINEER

IDMrmb
cc: Forrest Cooper
R. L. Porter
Tom Edwards

RECEIVED
FEB 24 1967
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 24 1967
FOR FILING

I 8(11)-2(2)112

6014

January 20, 1967

AIR MAIL

Mr. G. A. Williams
Director of Engineering and Operations
Bureau of Public Roads
1717 "H" Street, N. W.
Washington, D. C. 20235

Dear Mr. Williams:

During our discussion on January 18, you requested information as to the cost participation in the original construction of the John Day River Bridge on I-5ON. The following tabulation is for the bridge structure only:

Corps of Engineers	$1,101,471.34
Bureau of Public Roads	826,806.84
State	68,781.16
Total	$1,997,059.34

Very truly yours,

Original signed
Forrest Cooper

Forrest Cooper
State Highway Engineer

FC:fn

cc A. W. Parsons
R. L. Porter
Victor D. Wolfe
L. H. Young

Tom Edwards
Ivan Merchant

NOTED
TOM EDWARDS

RECEIVED
OCT 5 1964

I
6014

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 25, 1964

SUBJECT: Your Letter - September 22
Vouchers Returned by BPR

To: Mr. R. L. Porter
Deputy State Highway Engineer

L

As regards Cottage Grove-Divide Section, I-5-3(40)169, this involved a possible subcontracting of hauling which has been investigated and an interpretation made by our Legal Division. The Legal Division's stand is that the lease arrangement under which the alleged subcontractor handled the work was a bona fide lease and not a subcontract. This information has been given the BPR who, at this time, are pondering the meaning of our transmittal to them.

In regard to the West John Day River projects, I-80N-3(26)112 and I-80N-4(5)112, having to do with bridge deck grinding, this project has been cleared with the Bureau. We expect to receive copies of acceptance within the next few days, after which the project will be revouchered.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

cc Forrest Cooper

Salem, Oregon
September 22, 1964

Mr. Lloyd P. Shaw
Assistant State Highway Engineer

O F F I C E

Early in August, the Bureau of Public Roads returned three final vouchers to this Department and stated that they were not acceptable for various reasons.

One was the Cottage Grove-Divide Section, I-5-3(40)169, upon which the BPR raised some subcontracting question. I understand that this may be resolved but I have no specific information to this effect. Please advise.

The Bureau also returned vouchers on the West John Day River Interchange Structure, Project No. I-80N-3(26)112, and the John Day River Bridge Section, Project No. I-80N-4(5)112, stating that the bridge deck patching or grinding must be done before the projects can be accepted. I have since been advised that in fact, the bridge deck does not need any further treatment and that the vouchers should be resubmitted. Please advise if this has been done.

R. L. Porter
Deputy State Highway Engineer

RLP:ms

Form CD-121 (1-63) (Prea. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

NOTED
R. L. PORTER

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: August 12, 1964

In reply refer to: 08-35.5

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Final Voucher Submission

Let me please PLP

We are returning the final vouchers submitted with your letter of August 7, 1964 on the following projects:

I-5-3(40)169	Cottage Grove - Divide Section	$56,594.64
I-80N-3(26)112	West John Day River Interchange Structure	2,948.72
I-80N-4(5)112	John Day River Bridge Section	63,749.55

These vouchers are being returned since the projects have not been accepted by the Bureau of Public Roads. On Project I-5-3(40)169, Cottage Grove - Divide Section, the question of a possible subcontract between L. A. Morgan Trucking Co. and Warren Northwest, prime contractor, has not been resolved. We refer to our Inspection-in-depth Report made August 20 and 21, 1963 and our Inspection Reports Nos. 12, 13, and 14. In addition, the Area Engineer contacted Highway Department personnel February 24, 1964 regarding this and no action has been taken since that time that we are aware of. On the other two projects, we refer to our Inspection Report made January 9, 1964 concerning the bumps on the bridge deck over the piers and the indication that the repairs would be made by the State. The Area Engineer advises the project has not yet been accepted since the necessary repairs have not been made, to our knowledge.

We are somewhat concerned about your present billing procedure and the lack of check to determine that all necessary action has been taken before the final voucher is submitted. There have been several vouchers submitted recently, as well as in the past, that have been held or returned due to failure to perform certain actions which would permit acceptance by the Bureau. On another occasion, negotiations were being made with the contractor regarding an overpayment, at the same time that the final voucher was submitted, and credit to the Bureau was not given for the subsequent repayment made by the contractor. We recommend that a procedure be initiated that clearance from all departments concerned be received before submission of the final voucher.

RECEIVED
AUG 13 1964
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

-33A (2) cc: [illegible]

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FINAL REPORT

(PPM 20-6.1)

FINAL CONSTRUCTION INSPECTION REPORT

REGION NO.	REPORT NO.	COUNTY	DIVISION
6	16	Gilliam & Sherman	Oregon
DATE OF REPORT	REPORT MADE BY		PROJECT NO.
9-13-64	R. W. Pillsbury, Bridge Engineer		I-80N-3(26)112 I-80N-4(5)112
COMPLETION DATE	ACCEPTANCE DATE BY CONTRACTING AGENCY	TIME ELAPSED	APPROVED EXTENSION(S)
9-20-64	1-30-64	100%	15 days
CONTRACT TIME	LOCATION		
540 work days	See below		

The PR-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted.

A copy of the State's materials certificate is attached to the Division office copy of this report.

All applicable contract requirements relative to wage rates, payroll submissions, and labor provisions have been met.

There is compliance with Section 1.23 of the Regulations pertaining to encroachment on the right-of-way.

Other remarks:

JOHN DAY RIVER BRIDGE SECTION

Project is on new alignment of Interstate 80N about 5 miles east of Rufus. Project I-80N-3(26)112 provides for construction of the West John Day River Interchange Structure and incidental grading connected therewith. The structure is a rigid frame with a clear span of 33 feet. Project limits are stations 359+43 to 359+87. Project I-80N-4(5)112 begins at Sta 3[illegible], westerly end of the John Day River Bridge, and ends at Sta 400+00, approximately 0.25 mile easterly of the easterly end of the same bridge to be constructed as the principal feature of the project. The structure has six deck truss main spans with welded plate girder approach spans.

Acceptance of this project has been delayed because the deck of the John Day River Bridge was considered as being outside of acceptable smoothness tolerances. During the past nine months the deck trusses have lost some camber and with some grinding of high spots the bridge deck is considered to be acceptably smooth. Measurements of the deck indicate that it is now substantially within the specified smoothness limits, and no additional action is economically justifiable nor required.

The final cost of this project is $2,409,353 or a 1% underrun. The contractor used 315 days to complete the project. The contract time

The project has been completed in substantial conformance with the approved plans and specifications, including authorized changes and extra work.

Acceptance of the project is recommended.

R. W. Pillsbury, Area Engineer Bridge Engr

Project Accepted 9-23-64

A. W. Parsons, Division Engineer

of 360 days was extended by an additional 15 days because the contractor was required to open the structure to traffic before it was completed and accepted. This extension was approved by the Bureau on November 4, 1963 and granted by the State on November 22, 1963.

The only major quantity variations were of the structural excavation item which underran 40% and the metal drain pipe which underran 48%. The former was caused by raising the footings at Piers 3, 4, and 6. The latter was caused by stopping the drains at the pool elevation instead of the ground line as shown.

Not mentioned in previous reports is Extra Work Order No. 2, which provides for construction of a concrete approach slab at the West John Day Interchange Structure. The slab was required to prevent settling of a wedge-shaped rock backfill between the west abutment of the structure and the rock cut face. The order has been approved by this office for the estimated amount of $3000.

Materials reports have been reviewed and found to substantially comply with the governing specifications. Record sample results indicate that the job control test results are representative of the materials incorporated in the work. Dimensional checks were periodically made, as reported in previous reports.

RECEIVED
JUL 21 1964
FOR FILING

U.S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON

Shaw

NPWCO-CA

9 July 1964

Re: Contract No. DA-45-164-CIVENG-61-103
Relocation of Oregon Highway Facilities,
John Day Lock and Dam

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Cooper:

I am in receipt of your Invoice No. 81739 which was accompanied by the cost summary indicating the details of Oregon State obligations and copies of the contract payment voucher for Estimate No. 23 (Final) for your Contract No. 6014 for construction of the John Day River highway bridge.

It is necessary to correct an error contained in the letter dated 17 January 1964 from Colonel Beddow. Under the terms of our agreement contract, the obligation of the State for cost of the bridge is established at a fixed amount. Therefore, whatever risks may be involved for increases due to variations in quantities or design corrections are the responsibility of the Corps of Engineers. Likewise, any changes which decrease the over-all cost must accrue solely to the benefit of the Corps of Engineers.

Accordingly, I have had prepared a revised cost summary, which is inclosed, and properly reflects the Oregon State-Corps of Engineers obligations for this work. This is in accordance with request of your Mr. Taylor to Mr. Faust of my office. Upon receipt of your concurrence in this breakdown, final settlement of this matter can be made.

Sincerely yours,

E. J. Williams Jr.

E. J. WILLIAMS, JR.
Major, CE
Contracting Officer

4 Incl
1. Rev. Cost Summary
2. Orig. Cost Summary
3. Contr. Pmt. Voucher (dupe)
4. OSH Invoice 81739 (trip)

original To Young
with attach.
7-20-64

RECEIVED
JUL 13 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 13 1964
OREGON
STATE HIGHWAY COMMISSION

NOTED
LLOYD P. SHAW

RELOCATION OF HIGHWAY FACILITIES AROUND JOHN DAY DAM

JOHN DAY RIVER BRIDGE

STATE CONTRACT 6014

Cost Summary

SUMMARY OF TOTAL CONTRACT COSTS

Total Contract Payment		$2,409,853.80	
Credit for Steel Piling Cutoffs		19,744.80	
Total Construction		$2,390,109.00	
Construction Engineering (actual cost)		116,860.79	(=4.89% of Constr)
Total Contract Cost		$2,506,969.79	

STATE SHARE

Bid Items 1-14 Bridge Article (5.c.6)		$ 895,588.00	(amt spec in contr)
Bid Items 15-20			
JD Interchange (5.c.4)	$52,742.90		
Transfer Slab (EWO #2)	3,068.86		
Cost Engr (4.89% on EWO #2) plus Items 15-20)	2,728.95	$ 58,535.71	
Bid Items 21-33 Roadwork (2 Jan 62 letr)		$ 22,168.78	
Total State Share of Contract 6014		$ 976,292.49	
Total Army Engineers' Share of Contract 6014		$1,530,677.30	
Total Army Engineers Paid to Date		1,416,954.27	
Total Army Engineers Balance Due		$ 113,723.03	

8 July 1964

RELOCATION OF HIGHWAY FACILITIES AROUND JOHN DAY DAM

JOHN DAY RIVER BRIDGE

STATE CONTRACT 6014

Cost Summary

Total Contract Payment		$2,409,853.80	
Credit for Steel Piling Cutoffs		19,744.80	Cr.
	Total Construction	$2,390,109.00	
Construction Engineering		116,860.79	(4.89% of Construction)
	Total Contract Cost	$2,506,969.79	

State Share

Bid Items 1-14, John Day Bridge	$ 895,588.00	(fixed by agreement)
Less Cr. for Adj. of Footings	Cr. 4,020.44	(46.42% as per letter
Less Cr. for Steel Piling Cutoffs	Cr. 9,165.54	of 1-17-64 from
P.A. 2, Expansion Joints	224.67	Colonel J. H. Beddow)
Construction Engineering on P.A. 2	10.99	(4.89% as computed)
Total State Share of John Day Bridge	$ 882,637.68	
Bid Items 15-20, West John Day Inter. Str.	$ 52,742.90	(100%)
EWO #2, Concrete Slab Approach	3,063.86	(100%)
Construction Engineering on Items 15-20, EWO #2	2,728.95	(4.89% as computed)
Total State Share of West John Day Inter. Str.	$ 58,535.71	
Total State Share of Bid Items 20-33,, Br. Approaches	$ 22,168.78	(fixed by agreement)
Total State Share of Contract 6014	$ 963,342.17	
Total Army Engineers' Share of Contract 6014	$1,543,627.62	
Total Army Engineers Paid to Date	1,416,954.27	
Total Army Engineers Balance Due	$ 126,673.35	

May 27, 1964

RECEIVED
JAN 31 1964

January 30, 1964

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

Contract #6014 awarded to Pacific Concrete Co., Otis P. Jordan, Jr., C. V. Glidden, for bridge-grading on the John Day River Section of the Columbia River Highway in Gilliam-Sherman Counties, was completed September 20, 1963, and accepted by the Highway Commission on January 30, 1964.

Final payment, in the amount of $72,200.03 will be released to the contractor after February 6, 1964. The total contract amount is $2,409,853.80 including $3,186.27 for work performed under force account.

You have been previously advised that a claim had been filed with us, which has since been paid in full.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Glens Falls Insurance Co.,
James E. Schram & Co.,
609 Mead Bldg.,
Portland 4, Oregon

cc: Pacific Concrete Co., &
Otis P. Jordan, Jr., &
C. V. Glidden
10401 NE Marx Street
Portland 20, Oregon

cc: L. H. Young
C. H. Maison
Attn.: John Herr

RECEIVED
JAN 31 1964
FOR FILING

6014

January 30, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed September 20, 1963, on Contract No. 6014. The contract was with Pacific Concrete Company for work on the John Day River Bridge on the Columbia River Highway in Gilliam and Sherman Counties.

As the contractor has completed all work according to specifications, I recommend that you accept the project.

This will appear as an NOA item at the meeting on January 30.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
P. M. Stephenson
Victor D. Wolfe
Ivan D. Merchant
L. H. Young
C. H. Maison

PMS:bbc

RECEIVED
JAN 23 1964
FOR FILING

U.S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON

NPWCO-CA
6014

17 January 1964

Re: Contract No. DA-45-164-CIVENG-61-103
Relocation of Oregon Highway Facilities,
John Day Lock and Dam

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Salem 10, Oregon

Dear Mr. Cooper:

Receipt is acknowledged of your letter dated 14 November 1963, wherein you enumerated the various changes that were required under State of Oregon Contract No. 6014, John Day River Bridge.

I hereby approve the changes as described in the afore-mentioned letter in accordance with Article 1c. I feel, however, that it would be appropriate at this time to establish cost responsibility for these changes. By my letter to you dated 18 December 1961, the allocation of costs for the original contract work was established. In this regard, the Government's share of the bridge costs (Items 1 - 14) amounted to 53.58 percent. By applying this figure to the cost of the miscellaneous revision to excavation, concrete, and reinforcing steel, as listed in your letter of 14 November 1963, it is determined that the credit to the Government would be $4,640.56, while the State of Oregon's credit share would be $4,020.44. By applying the same percentage to Price Agreement No. 2 for additional expansion joints, it is found that the cost to the Government will be $259.33 and the Cost to the State $224.67. The entire cost of Extra Work Order No. 2 for the concrete approach slab would be chargeable to the State in accordance with Article 5.c.4. of our agreement contract, which places the cost of the interchange on the State. The entire cost of Extra Work Order No. 1, for temporary signing, and Price Agreement No. 4, for extra costs incurred by opening bridge earlier than contemplated, would be the Government's obligation in accordance with Article 5.b.3.(2), (3), and (4) of the agreement.

Your concurrence in the above division of responsibility of costs for the required revisions is requested.

NOTED
R. L. POSTON

NOTED
LLOYD P. SHAW

Copy to Merchant
1-22-64

copy To Young
1-23-64

NPWCO-CA
Mr. Forrest Cooper

17 January 1964

In response to your inquiry of 24 September 1963, I have no objection to your proposal that you make the final payment for work accomplished under your Contract No. 6014.

Sincerely yours,

J. H. BEDDOW
Colonel, CE
Contracting Officer

RECEIVED
JAN 2 1 1964
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 15 1963
FOR FILING
6014

November 15, 1963

Oregon State Highway Commission

Request for Extension of Time
No. 4
November 22, 1963 Meeting

Gentlemen:

The Pacific Concrete Company (Otis P. Jordan, Jr. and C. V. Glidden), contractor on the John Day River Bridge on the Columbia River Highway in Gilliam County, Contract No. 6014, has requested an extension of time of 15 days without assessment of liquidated damages in which to complete work on the contract.

This request is predicated on the fact that conditions beyond the contractor's control, imposed by the Department after the award of the contract, prevented him from completing the work within the specified time. The contractor's request for the extension is attached.

The contractor's contention is correct. Prior to completion of the work, we insisted that the contractor open the structure to traffic to accommodate other construction in the project area. It is my recommendation that the contractor's request be granted.

Concurrence by the Bureau of Public Roads to the extension without assessment of liquidated damages is attached. Concurrence by the Corps of Engineers, who are financially interested in the work, without assessment of liquidated damages is also attached.

Very truly yours,

Forrest Cooper
State Highway Engineer

Attachments

cc Floyd Query
R. L. Porter
Lloyd P Shaw
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison

CAG:jm bbc

FORM CD-121 (5-28-63)
(FREE. BY A.O. 203-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

477 Cottage Street, N.E.
Salem, Oregon - 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: November 4, 1963

FROM : T. Dec, Assistant Division Engineer
08-35.4-DA Salem, Oregon

SUBJECT: Oregon Project I-80N-3(26)112 & I-80N-4(5)112
John Day River Bridge Section

Reference is made to Mr. Merchant's letter dated October 22, 1963 recommending an extension of time of fifteen days, without penalty.

For the reason mentioned in Mr. Merchant's letter we concur in the recommendation.

NOTED
LLOYD P. SHAW

RECEIVED
NOV 5 1963
OFFICE OF
STATE HIGHWAY ENGINEER

U.S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON

NPWCO-CA

31 October 1963

Re: Contract No. DA-45-164-CIVENG-61-103
Relocation of Oregon Highway Facilities,
John Day Lock and Dam

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Salem 10, Oregon

Dear Mr. Cooper:

I have received a request from your Mr. Ivan D. Merchant for concurrence in granting a time extension of 15 work days to the Contractor on the John Day River Highway Bridge. The purpose of such an additional time allowance is necessitated by opening of the bridge to highway traffic prior to its completion and the subsequent delays experienced due to the traffic through the work area.

I find this extension of time to be reasonable and concur in your proposed action.

Sincerely yours,

J. H. BEDDOW
Colonel, CE
Contracting Officer

NOTED
I. D. MERCHANT

NOTED
R. L. PORTER

NOTED
P. M. STEPHENSON

RECEIVED
NOV 4 1963
OFFICE OF
STATE HIGHWAY ENGINEER

Copy to Shaw 11-4-63 IW

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

#4

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6014 Contractor Pacific Concrete Co., Otis P. Jordan Jr. and C. V. Glidden

Highway Columbia River

Section John Day River

Kind of Work Bridge and Grading

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~DENIED~~ or **GRANTED**. The reasons for such recommendation are as follows:

1. Opening of Structure to traffic on August 12, 1963.
2. Interference by another contractor (John Day Dam Constructors).
3. Additional work - under Extra Work Order #2 - to construct an approach slab to Bridge #8942.

APPROVED BY HIGHWAY COMMISSION

DATE Nov. 22, 1963 for 15 work days

Floyd Quely

Secretary

Recommended for Approval:

Dean Swift

Division Engineer

Ivan V. Merchant

~~Construction Engineer~~ or Bridge Engineer

P. M. Elgkuon

Asst. State Highway Engineer

Contract No.	6014
Project designation	Federal (State-Federal)
Date awarded	January 4, 1962
Work started	January 16, 1962
Per cent completed	100 on Sept. 20, 1963 (Date)
No. of Workdays Allowed	300
No. of Workdays Used	315
No. of Added Workdays Requested	15

E—320 (Rev.)—5M—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date September 24, 1963

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 300 days to 315 days, within which to complete our Contract No. 6014, without the assessment of liquidated damages. The said contract is described as follows: Bridge and Grading (Bridge No. 108A), John Day River Section, Columbia River Highway, Gilliam & Sherman County

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

Opening of structure to traffic on August 12, 1963, causes completion of work to be done under duress of traffic.

Respectfully submitted,

PACIFIC CONCRETE COMPANY, OTIS P. JORDAN, JR. AND C.V. CLIDDEN Contractor

By Otis P. Jordan, Jr.

CONSENT OF SURETY

Date September 25, 19 63

We, GLENS FALLS INSURANCE COMPANY

GLENS FALLS, NEW YORK, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Attorney-in-fact David J. Kuhlman

JAMES L. SCHOOL & COMPANY

By: David J. Kuhlman

(SEAL)

Woodlark Bldg. Resident Agent Portland 5, Oregon

[illegible]

U. S. Army Engineer District, Walla Walla
[illegible]
Sub-Office Airport
Walla Walla, Washington

Attention: [illegible]
[illegible]

Gentlemen:

[illegible]

Plans and Specifications
[illegible]

Enclosure.

1 Set of [illegible]
[illegible]

Item.	Item.
2	Refer Letter re Extra Work Item No. 1 Dated July 16, 1940 from Chief Engineer Authority to add 48" C.M.P. Culvert Station 61 + 00 on original proposed line.
3	Refer Letter July 16, 1940 (Attached) Authority to add 12 Storm Drain Inlets to Bridge No. 1
	Add 12 storm drain inlets to Bridge No. 1 Extra Work Item No. 1 Add 12 Ea. Reinforced Concrete Storm Drain Inlets in accordance with plans Account of above adjustment.
	Estimated Contract Total Increase
4	Refer Order for Extra Work Item No. 1 (Copy Attached) Temporary Lighting
5	Refer Order for Extra Work Item No. 2 (Copy Attached) Add reinforced concrete approach slab Rose John Day Interchange
6	Refer Price Agreement No. 1 (Copy Attached) Change method of measurement for Structural Steel
7	Refer Price Agreement No. 2 (Copy Attached) Construct expansion joints, Item omitted omitted from original design Change bidding plans
8	Refer Price Agreement No. 3 (Copy Attached) Change type of paint for Structural Item 1
9	Refer Price Agreement No. 4 (Copy Attached) Compensate contractor for extra cost to construction activities by [illegible] structure to traffic prior to original work day allotment

[illegible]
[illegible] of [illegible]
[illegible]
in order [illegible] of the work.

[illegible]
[illegible] time. In order [illegible]

[illegible] Authorization
[illegible] Contract Change
[illegible] work performed [illegible]
[illegible] authorized
[illegible] performed [illegible]

I am enclosing a set of [illegible]
of the changes outlined herein.

[illegible]

[illegible]
[illegible]

CAG:jn
Attachments

RECEIVED
OCT 18 1963
FOR FILING

NPSCO-CA
61-17

16 October 1963

Re: Contract No. DA-45-164-CIVENG-61-103
Relocation of Oregon Highway
Facilities, John Day Lock & Dam

State Highway Engineer
State of Oregon
State Highway Department
Salem 10, Oregon

Dear Sir:

Receipt is acknowledged of your letter dated 24 September 1963 wherein you advised that all work under State of Oregon Contract 6014 was completed on 20 September 1963 and that you proposed to make final payment to the Contractor within 45 days, if satisfactory with the Government.

In accordance with article 1g of our agreement contract, you are requested to submit for approval any changes or alterations that have been made to the plans and specifications for the John Day River Bridge contract. For instance, I understand that Pier No. 3 was revised to allow construction of the footing at a higher elevation with a resultant shortening of the pier. It would appear that a credit is due from the Contractor for such a change. This matter and others of which I may not be aware should be resolved before final payment is made.

Sincerely yours,

J. H. [redacted]
Colonel, CE
Contracting Officer

NOTED
LLOYD P. SHAW

original to Young
10-18-63

RECEIVED
JAN 22 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

I-80N-3(26)112
6.19

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

September 24, 1963

Mr. A. M. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 20, 1963, on Contract No. 6014, John Day River Bridge Section, in Gilliam and Sherman Counties, in connection with Federal Aid Project Nos. I-80N-3(26)112 and I-80N-4(5)112.

We request that your office inspect the contract work and return a signed copy of this letter indicating acceptance or listing below any items or conditions of the contract which would prevent your final acceptance of the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Ivan D. Merchant
Bridge Engineer

Bureau of Public Roads
Oregon Division Office Endorsement

Date: 1-17-64

Conditions noted on above date:

We find that some areas of the deck are not within specifications. Our final acceptance will be deferred until the necessary remedial work is accomplished.

Original signed by
G. R. Brooks
Dist. Engineer

By: G. R. Brooks
District Engineer

A. M. Parsons
Division Engineer

cc: H. S. Cox

RECEIVED
SEP 4 1963
FOR FILING

September 3, 1963

Nimsy Ready Mix, Inc.
P. O. Box 762
The Dalles, Oregon

Attention: Lawrence Garside
President

Gentlemen:

Thank you for your letter of August 26 informing us that you have received payment in full in the amount of $13,643.84 and are hereby releasing your claim against Pacific Concrete Company. You state this is in reference to Pacific Concrete Company, Otis P. Jordan, Jr. and C. V. Glidden, contract No. 6014 for bridge-grading on the John Day River Section of the Columbia River Highway in Gilliam-Sherman Counties.

This information is being noted in our records and we will advise the surety and contractor of the receipt of your letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CHH:jf

cc: Glens Falls Insurance Company
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

James E. Schram & Company
609 Mead Building
Portland 4, Oregon

Pacific Concrete Company
P. O. Box 7048
Portland 20, Oregon

Commissioners

P. S. Your letter of August 26 pertaining to the amount of $13,643.84 paid by Pacific Concrete Company has inadvertently been misplaced in our office. Will you please furnish us with a duplicate copy for our files?

(The above note appeared on the original copy only.

NOTED ON CARD
J. F.

File

Hiway Ready Mix, Inc.
P. O. Box 782
THE DALLES, OREGON

August 26, 1963

Oregon State Highway Commission
Salem 10,
Oregon

Reference: Pacific Concrete Co., Otis P. Jordan, Jr., and C. V. Glidden, Contract No. 6014 for bridge and grading of John Day River Section ColumbiaRiver Highway in Gilliam and Sherman Counties.

Attention: Mr. Floyd Query, Secretary

Dear Sir,

Please be informed that we have received this date payment in full, in the amount of $13,643.84, for the subject contract, and are hereby releasing our claim against Pacific Concrete Company.

Yours very truly,

HIWAY READY MIX, INC.

Lawrence Garside,
President

LG/cdm

Copies to:
Glens Falls Insurance Co.
Pacific Coast Dept.
Mills Tower - 6th Floor
San Francisco 4, California

Pacific Concrete Company
P.O. Box 7648
Portland 20, Oregon

James E. Schram & Company
609 Mead Building
Portland 4, Oregon

RECEIVED
SEP - 6 196.
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

RECEIVED
AUG 14 1963
FOR FILING

August 14, 1963

Glens Falls Insurance Co.
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

We have received a letter, dated August 12, from Hiway Ready Mix, Inc., The Dalles, informing us that Pacific Concrete Company's account has not been settled, as stated in their letter of August 12, copy of which is enclosed.

This appears to be in connection with State Highway Contract No. 6014 with Pacific Concrete Co., Otis P. Jordan, Jr., and C. V. Glidden for bridge and grading on the John Day River Section of the Columbia River Highway in Gilliam and Sherman Counties.

This information has been noted in our records.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

cc Hiway Ready Mix, Inc.
P. O. Box 762
The Dalles, Oregon

CWH:fp

NOTED ON CARD
dc

HIWAY READY MIX, INC.

P. O. BOX 762 · PHONE CY 6-2064

THE DALLES, OREGON

August 12, 1963

Oregon State Highway Commission
Salem, 10
Oregon

Reference: Pacific Concrete Co.; Otis P. Jordan, Jr, and C. V. Glidden Company - Contract No. 6014 for bridge and grading on John Day River Section Columbia River Highway in Gilliam and Sherman Counties.

Attention: Mr. Floyd Query, Secretary

Dear Sir:

Your letter of August 9, 1963, regarding the payment of the subject contract has been received. Please be informed that this account has not been settled.

On July 31, 1963, we received a check for $20,000.00 with no instruction as to which account it was to be applied to, we therefore applied it to their John Day River Railroad Bridge account which was considerably larger and deliquent since April 1963.

We feel that this account is for a specific amount of $13,643.84 and should be paid accordingly.

Yours very truly,

HIWAY READY MIX, INC.

K. D. McRae

K. D. McRae,
Secretary Treasurer

Copies to:
Glens Falls Insurance Co.
Pacific Coast Dept.
Mills Tower - 6th Floor
San Francisco 4, California

Pacific Concrete Company
P.O. Box 7648
Portland 20, Oregon

James E. Schram & Company
609 Mead Building
Portland 4, Oregon

NOTED
FLOYD QUERY

RECEIVED
AUG 13 1963
OREGON
STATE HIGHWAY COMMISSION

Ltr, surety should be advised 76

HIWAY READY MIX, INC.

P. O. BOX 762 · PHONE CY 6-2064

THE DALLES, OREGON

August 12, 1963

Oregon State Highway Commission
Salem, 10
Oregon

Reference: Pacific Concrete Co.; Otis P. Jordan, Jr, and C. V. Glidden Company - Contract No. 6014 for bridge and grading on John Day River Section Columbia River Highway in Gilliam and Sherman Counties.

Attention: Mr. Floyd Query, Secretary

Dear Sir:

Your letter of August 9, 1963, regarding the payment of the subject contract has been received. Please be informed that this account has not been settled.

On July 31, 1963, we received a check for $20,000.00 with no instruction as to which account it was to be applied to, we therefore applied it to their John Day River Railroad Bridge account which was considerably larger and deliquent since April 1963.

We feel that this account is for a specific amount of $13,643.84 and should be paid accordingly.

Yours very truly,

HIWAY READY MIX, INC.

K. D. McRae

K. D. McRae,
Secretary Treasurer

Copies to:
Glens Falls Insurance Co.
Pacific Coast Dept.
Mills Tower - 6th Floor
San Francisco 4, California

Pacific Concrete Company
P.O. Box 7648
Portland 20, Oregon

James E. Schram & Company
609 Mead Building
Portland 4, Oregon

NOTED
FLOYD QUERY

Ltr. surety should be advised 76

RECEIVED
AUG 13 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 9 - 1963
FOR FILING

6014

August 9, 1963

Pacific Concrete Company
P. O. Box 7648
Portland 20, Oregon

Gentlemen:

Thank you for a copy of your letter of July 30 informing us that you have paid in full the amount of $13,086.97 to Hiway Ready Mix, Inc.

You state this is in connection with the Pacific Concrete Co.; Otis P. Jordan, Jr.; and C. V. Glidden Contract No. 6014 for bridge and grading on John Day River Section of the Columbia River Highway in Gilliam and Sherman Counties.

This information will be recorded in our records and we will inform the surety and Hiway Ready Mix, Inc., of the receipt of your letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc Glens Falls Insurance Co.
Pacific Coast Dept.
Mills Tower - 6th Floor
San Francisco 4, California

NOTED ON CARD
dc

James E. Schram & Company
609 Read Building
Portland 4, Oregon

Hiway Ready Mix, Inc.
P. O. Box 702
The Dalles, Oregon

Commissioners

CWH:fkn

PACIFIC CONCRETE COMPANY
P. O. BOX 7648
PORTLAND 20, OREGON

July 30, 1963

C
O
P
Y

James E. Schram & Company
608 Woodlark Building
Portland 5, Oregon

Gentlemen:

This is to inform you that today we have remitted $20,000.00 to Hiway Ready Mix, Inc. in payment of concrete delivered to our jobs.

The above payment liquidates in full the $13,086.97 reported by Hiway Ready Mix as being delinquent on State Contract No. 6014, and the balance of $6,913.03 would apply to the UPRR job with the Corps of Engineers at John Day River.

Yours truly,

PACIFIC CONCRETE COMPANY

G. Robert Bussanich
Office Manager

GRB:cmcm

cc: Glens Falls Insurance Co.
Floyd Query

NOTED
FLOYD QUERY

RECEIVED
AUG • 1 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 1 - 1963
FOR FILING

REFERRED TO
6014
M/R Cooper
BY SECRETARY

PACIFIC CONCRETE COMPANY
P. O. BOX 7648
PORTLAND 20, OREGON

July 29, 1963

Montag, Halvorson, McLoughlin & Associates
Rufus, Oregon

Re: John Day Interchange Structure
Contract No. 6014

C

Gentlemen:

O

At a meeting with the Oregon State Highway Department and the Corps of Engineers held last Monday, it was pointed out to us that we were responsible for the above referenced structure and that only 12 workdays were left to complete same.

As you are aware, by previous correspondence, your operations severely damaged the structure.

P

The Oregon State Highway Department wants and expects it to be placed in the same condition as when we completed it. Liquidated damages will be charged to us if the structure is not completed to their satisfaction within the 12 workdays remaining. We in turn shall hold you responsible for the liquidated damages as well as the interest on the retainage.

Y

If you wish, we shall complete the work for you and bill you or the insurance company.

Please advise us what your desire is on this matter.

Sincerely yours,

PACIFIC CONCRETE COMPANY
and OTIS P. JORDAN, JR.

Otis P. Jordan, Jr.
President

NOTED
P. M. STEPHENSON

OPJ:cmcm

cc: Oregon State Highway Dept.
Corps of Engineers
Glens Falls Insurance Co.

RECEIVED
JUL 30 19[illegible]
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 25 1963
FOR FILING

COMMISSION
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

July 22, 1963

Hiway Ready Mix, Inc.
P. O. Box 762
The Dalles, Oregon

Gentlemen:

This is to acknowledge receipt of your claim letter of June 27 stating that Pacific Concrete Company owes you $13,086.97 for concrete ready mix on the John Day River highway bridge.

From the description, this appears to be the Pacific Concrete Company; Otis P. Jordan, Jr., and C. V. Glidden Contract No. 6014 for bridge construction and grading of the John Day River Section on the Columbia River Highway in Gilliam and Sherman Counties.

The surety on this project is the Glens Falls Insurance Company through James E. Schram and Company, 609 Mead Building, Portland.

As requested in your letter of July 16, this claim will be filed with the Secretary of State. We are also advising the surety and the contractor of this action.

NOTED ON CARD

Please let us know when this claim has been paid so that we can clear our records.

File #4020

FILED
JUL 24 1963
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
JUL 24 1963
HOWELL APPLING, JR.
SECRETARY OF STATE

Very truly yours,

ORIGINAL SIGNED
HOYT CURRY

Secretary
OREGON STATE HIGHWAY COMMISSION

cc Glens Falls Insurance Co., San Francisco 4, Calif.
Pacific Concrete Co.; Otis P. Jordan, Jr.; C.V. Glidden, Port.
Hon. Howell Appling, Jr., Secretary of State, Salem, Ore.

P.S. Please acknowledge receipt of this claim on the attached copy of this letter.

RECEIVED
JUL 25 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 5 - 1963
FOR FILING

I-IN-3(2)112
6014

July 5, 1963

Hiway Ready Mix, Inc.
P. O. Box 762
The Dalles, Oregon

Attention: Lawrence Garside
President

Gentlemens

This is to acknowledge receipt of your letter of June 27 informing us of the delinquent account of Pacific Concrete Company in the amount of $13,086.97 for concrete ready mix furnished on the John Day River Highway Bridge.

From the description in your letter this appears to be in connection with state highway contract no. 6014, prime contractors, Pacific Concrete Company, Otis P. Jordan, Jr. and C. V. Glidden for bridge-grading the John Day River Section on the Columbia River Highway in Gilliam-Sherman Counties.

The Glens Falls Insurance Company through James E. Schram & Co., 609 Mead Building, Portland 4 furnished the performance bond which is given to insure completion of the contract and payment of all bills incurred in it.

If you wish this letter to be filed as a claim, please inform us and we will make the necessary filing with the Secretary of State and inform the surety and the contractors of such action.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:jf

NOTED ON CARD

NOTED ON CARD

July 22, 1963

Hiway Ready Mix, Inc.
P. O. Box 762
The Dalles, Oregon

Gentlemen:

This is to acknowledge receipt of your claim letter of June 27 stating that Pacific Concrete Company owes you $13,086.97 for concrete ready mix on the John Day River highway bridge.

From the description, this appears to be the Pacific Concrete Company; Otis P. Jordan, Jr., and C. V. Glidden Contract No. 6014 for bridge construction and grading of the John Day River Section on the Columbia River Highway in Gilliam and Sherman Counties.

The surety on this project is the Glens Falls Insurance Company through James E. Schram and Company, 609 Reed Building, Portland.

As requested in your letter of July 16, this claim will be filed with the Secretary of State. We are also advising the surety and the contractor of this action.

Please let us know when this claim has been paid so that we can clear our records.

Very truly yours,

NOTED ON CARD
lc

Secretary
OREGON STATE HIGHWAY COMMISSION

cc Glens Falls Insurance Co., San Francisco 4, Calif.
Pacific Concrete Co.; Otis P. Jordan, Jr.; C.V. Glidden, Port.
Commissioners
Hon. Howell Appling, Jr., Secretary of State, Salem, Ore.

P.S. Please acknowledge receipt of this claim on the attached copy of this letter. (This shown only on Sec. of State's copy)

CWH:fkn

HIWAY READY MIX, INC.

P. O. BOX 762 · PHONE CY 6-2064

THE DALLES, OREGON

June 27, 1963

Contract Officer
State Highway Department
Salem, Oregon

Reference: U.S. Highway 30 Relocation, John Day River
Highway Bridge - Pacific Concrete Co., Contractor.
Contract #6014

Dear Sir,

Please be informed that Hiway Ready Mix, Inc. has furnished to the subject contractor concrete ready mix for the John Day River Highway Bridge which is now completed.

Pacific Concrete Company has an account with us for this job in the amount of Thirteen Thousand Eighty Six Dollars and Ninety Seven Cents ($13,086.97) which is now deliquent.

Yours very truly,

HIWAY READY MIX, INC.

Lawrence Garside,
President

Copy to:
Pacific Concrete Company
P.O. Box7648
Portland 20, Oregon

Surety: Glens Falls Ins. Co.
Agent: James E. Schram & Co.
609 Mead Bldg.
Portland 4, Oregon

RECEIVED
JUL - 1 1963
OREGON
STATE HIGHWAY COMMISSION

HIWAY READY MIX, INC.

P. O. BOX 762 · PHONE CY 6-2064

THE DALLES, OREGON

July 16, 1963

Oregon State Highway Commission
Salem,
Oregon

Reference: State Highway Contract #6014, Pacific Concrete Co.
Prime Contractor - Bridge John Day River Section.

Attention: Mr. Floyd Query, Secretary

Dear Sir,

With reference to your letter of July 5, 1963, regarding the subject contract, it is our request that a claim be filed with the Secretary of State and the contractors surety regarding our outstanding account.

Yours very truly,

HIWAY READY MIX, INC.

Lawrence Garside

Lawrence Garside
President

NOTED
FLOYD QUERY

RECEIVED
JUL 18 1963
OREGON
STATE HIGHWAY COMMISSION

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.58				
Miles partially completed					
Miles completed	0.58				
Total estimated quantities (contract)	517,500 cy.				
Total quantities corrected to date	510,000				
Estimated quantities moved or placed to date	510,000				
Average daily quantities	4,500				
Average daily quantities necessary to complete project on time	0				
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	3				
Men	2 - 5				
Supervision	1				
Men and trucks under 3 tons	1				
Men and trucks over 3 tons					
Men and tractors	5				

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers 2, Compaction rollers .....

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Cldy-Rain		
Tuesday	Cldy		
Wednesday	Shwrs		
Thursday	Foggy		
Friday	Ptly Cldy		
Saturday			

RECEIVED
JAN 25 1963
FOR FILING

FORM E-90 80M 8-62 43908

F 80N-3 (26) 112

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 18, 1963

SUBJECT:

To: Mr. Ivan Merchant
Bridge Engineer
B u i l d i n g

Is the information in Beddow's January 10 letter correct? If so, it appears we need take no further action at this time.

Please advise.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

Attachment

cc P. M. Stephenson

Shaw — The agreement made between the Hwy. Br. Contractor & Loading contractor should permit completion of bridge with no difficulty. Believe the matter is settled. Ivan

NOTED
LLOYD P. SHAW

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM JAN 18 1963 PM
7 8 9 10 11 12 1 2 3 4 5 6

NOTED
I. D. MERCHANT

RECEIVED
JAN 24 1963
OFFICE OF
STATE HIGHWAY ENGINEER

U.S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON

ADDRESS REPLY TO
THE DISTRICT ENGINEER
NOT TO INDIVIDUALS

NPWCO-CA

10 January 1963

REFERRED TO
Forrest Cooper
BY SECRETARY

Re: Contract No. DA-45-164-CIVENG-61-103
Relocation of Oregon Highway Facilities,
Construction Time, John Day River Bridge
No. 180A, John Day Lock and Dam

Oregon State Highway Commission

Salem, Oregon

Gentlemen:

By letter dated 30 November 1962, you informed me of the construction progress on the John Day River highway bridge and suggested that the 15 February 1963 availability date for entry into the area west of the John Day River railroad bridge by the Rufus-to-John Day grading contractor be extended to 1 March 1963.

On 4 January 1963, representatives of the Oregon State Highway Commission (Messrs. Sawyer and Gallaher), of Pacific Concrete Company, of the Government grading contractor (John Day Constructors), and of the Government met at the construction site to determine the date that the area at the west end of the railroad bridge could be released to the Government grading contractor. During discussion, it was brought out that the request by your bridge contractor, Pacific Concrete Company, for a delay in the start of railroad fill construction is based on a need for access across the fill area for transit-mix trucks. John Day Constructors agreed to provide either a gap in or access ramps over the railroad fill for these trucks if it is allowed to enter the area on 15 February 1963, as presently scheduled. Mr. Glidden, representing Pacific Concrete Company, indicated this to be a satisfactory solution. Accordingly, it appears to be unnecessary to revise the availability date as you have suggested.

Sincerely yours,

J. H. BEDDOW
Colonel, CE
Contracting Officer

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM JAN 13 1963 PM
7 8 9 10 11 12 1 2 3 4 5 6

RECEIVED
JAN 16 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 16 1963
OREGON
STATE HIGHWAY COMMISSION

November 30, 1962

U. S. Army Engineer District
Corps of Engineers
Old City Hall
Philadelphia, Pennsylvania

Attention: Mr. J. H. Dolan
Colonel, C.E.
Contracting Officer

Gentlemen:

Re: Contract No. DA-36-039-sac-61-103

Your letter of November 8 confirms the progress of the highway bridge contractor and his ability to release the area west of the Old City Hall and south of the highway fill required for his use until February 15, 1963.

As of the mail call, November 23 the contractor had used 165 out of 210 working allowed for construction. His steel erector moved onto the job November 26 and is probably erecting steel as of this date.

The substructure is practically completed and with steel erection started, the job should begin to show progress of completion at the estimated rate of item 1.

By letter of July 23 to the U. S. Army Engineer District, Philadelphia, Mr. Dolan, No Name, the highway bridge contractor requested that the above-mentioned area be released until February 15, 1963, and definitely emphasized himself to be out of this area by that time.

In order to give certainty that the overall contract is completed by item 1, which does jeopardize any appreciable amount of bad weather down time, the contractor requests that the February 15 date for beginning of the railroad fill be extended forward to Item 1. If the Item 1 date for beginning of the railroad bridge fill can be obtained from your paving contractor, I would suggest that this be

damp, provided that this does not delay the grading contract to the point that the work in this area would affect the opening of the river bridge and highway to traffic on June 1 as contemplated.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

IDM/rm

cc: Mr. A. F. Parsons
D. W. Callaher

cc: Bridge, OSHD

Form PR-33A
(Rev. 5-60)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

INTERMEDIATE CONSTRUCTION INSPECTION REPORT

(PPM 20-6)

Region No.	Report No.	County	State

Date of inspection	Inspection made by	Project No.

In company with

Quality of work	Progress of work	Time elapsed	Work completed	Est. compl. end of month
		%	%	%

Remarks: (1) Completed work; (2) Work in progress; (3) Comments and recommendations

(1)

(2) Inspection made.

(3) Inspection made with [illegible] Co. and the Oregon State Highway Department. Bridge is being constructed by the State Highway Department. Contractor is [illegible] Co.

EDITION OF 1-59 MAY BE USED

RECEIVED
NOV 19 1962
FOR FILING

November 16, 1962

State Treasury Dept.
Room 101
State Capitol
Salem, Oregon

Gentlemen:

At the request of Mr. C. H. Maison, Auditor, we are attaching three photo-copies of Power of Attorney in connection with Pacific Concrete Company Contract #6014, Bridge and Grading, the John Day River Section, Columbia River Highway in Gilliam and Sherman Counties.

Very truly yours,

Secretary,
OREGON STATE HWY. COMM.

CH:al
encl.

cc: C. H. Maison

FORM E-30X—50M—2-58—18180

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Arlington, Oregon
October 18, 1962

SUBJECT: John Day River Bridge No. 1084
Contract No. 6014
Pier # 3

To: Mr. I. D. Merchant
Bridge Engineer
Salem, Oregon

Footing material exploration notes for Pier 3 of the subject project are enclosed, as per your instructions. No soft or significantly silty material was encountered by this Corps. of Engineer's drill crew in probing underlying material to bed-rock.

It should be noted that at hole No. 2 on the right footing, a void was encountered within the bed-rock formation. This helps point out the nature of this seamed basalt formation.

Bed-rock was found to be at the average elevation of 132.5 for the right footing and 132.4 for the left footing. Location of the wooden cofferdam ring struts prevented drilling closer to the footing corners, as the D-4 Cat and air drill was actually lowered into each cell. Drilling was conducted on the 5th, 6th, and 8th of October, 1962.

Footing material consists of compacted sand and gravel, with a scattering of suspended basalt boulders in the left footing only.

A copy of this drill log and complete report of our operation is being submitted by the Foundation Investigation Section of the Corps. of Engineers. Also, telephone approval of this sand and gravel material as our footing foundation has been received from Mr. Curt Hansens of the Corps Walla Walla office.

Footings have now been poured and shaft construction is underway.

D. W. Gallaher

D. W. Gallaher, Res. Br. Eng'r.

cc: Mr. Dean Swift
Mr. L. R. Allen
Bureau of Public Roads
Corps of Engineers

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM OCT 19 1962 PM
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RECEIVED
MAY 31 1962
FOR FILING
I 5 N - 1 E
6014

May 17, 1962

Ivan D. Merchant
Bridge Engineer
Oregon State Highway Department
Salem, Oregon

Re: John Day River Highway Bridge
Contract No. 6014
Bridge No. 108A
Construction Work Areas

Gentlemen:

In reply to your letter of May 15, 1962, my reaction as I read your letter was a desire to shout and sing, "Thank you, so much!"

Truly, your many conferences on our behalf are deeply appreciated. We would have been indeed hurt financially if our requests had not been granted. Cooperation such as this between Government bodies is worthy of the highest praise, for not only does it aid us but the entire traveling public as well by providing faster and safer roads with the least possible delay and confusion.

Once again we wish to thank you as our ambassador, and the Corps of Engineers for their spirit of cooperation.

Sincerely yours,

PACIFIC CONCRETE COMPANY,
OTIS P. JORDAN, JR. &
C. V. GLIDDEN

By_____
Otis P. Jordan, Jr.

cc: P. M. Stephenson
Dean Swift
Josh Sawyer
Donald Gallaher
U. S. Army Engineer District
Walla Walla, Washington

NOTED
P. M. STEPHENSON
NOTED
P. M. STEPHENSON
RECEIVED
MAY 2 1 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 11 1962
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. PHILBY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

6.14

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

May 15, 1962

Pacific Concrete Company
P. O. Box 7048
Portland 20, Oregon

Re: John Day River Highway Bridge
Contract No. 6014
Bridge no. 108A
Construction Work Areas

Gentlemen:

Your letter of April 12 requested further consideration in the reservation of work areas adjacent to the John Day River Highway Bridge. Delay in answering this letter has been occasioned by conferences with the USBR and our wish to see copies of the specifications for the John Day River Railroad Bridge contract. To date we have not seen the final specifications for the Railroad Bridge contract.

The Corps of Engineers have agreed to make the work area between existing U.S. 30 and the toe of the highway fill on the west edge of the John Day River available to you until December 31, 1962. The area on the east side of the river which contains your haul road connecting U.S. 30 and your work area, will be made available to you without interference until April 30, 1963. These are the dates requested in your various letters on this subject.

The contract for the John Day River Highway Bridge was awarded to you on January 4, 1962. As stated before, this contract alerts you, as the contractor, to additional work to be performed in the immediate vicinity by other contractors. The plans for the Highway Bridge also provide a ramp to the completed sub-grade area west of the Highway Bridge. It is our contention that paragraph 1.5.6 does not guarantee any work areas to you and that the ramp provides you access to the sub-grade area at the west end of the bridge as work area.

Your letter of April 12 makes the statement that highway personnel indicated to you that access to the job would be available. Any representation, by highway personnel of facts, other than those contained in the contract would, of course, be of no validity.

RECEIVED
MAY 16 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
P. M. STEPHENSON

With the cooperation of the USED in reserving the above areas for your use during construction, I am sure that there will be no further complications in the completion of your contract.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

IDM:dl

cc: P. M. Stephenson
Dean Swift
Josh Sawyer
Donald Callaher
U.S. Army Engineer District
Walla Walla, Washington

RECEIVED
MAY 7 1962
FORM E-30X—50M—6-61—36682
FOR FILING
I-
6014

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 4, 1962

SUBJECT: John Day River Section
Columbia River Highway
Contract No. 6014

To:

Mr. Dean Swift
Division Engineer
State Highway Department
Bend, Oregon

Two items on the above project have been discussed with the Bureau of Public Roads and other concerned parties:

1. Elimination of rock spalls between material from Borrow "A" and the rock fill between Stations 387+05 and 387+50 above elevation 275. This has been approved.

2. Protection of areas on 2:1 slopes made of fine grained material by placing a gravel cover. Approximately 375 cubic yards of material would be required. This has also been approved.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Field Construction Engineer

GLD:fp

cc R. L. Porter
M. D. Glenn

RECEIVED
MAY 7 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 17 1962
COMMISSIONERS
FOR FILING
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

6014

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

April 16, 1962

Corps of Engineers
Walla Walla District
U. S. Army
Building 602
County/City Airport
Walla Walla, Washington

Gentlemen :

Re: John Day River Bridge Section
Contract No. 6014
Bridge No. 108A

Bid Item No. 31 of the contract job is for 300 cubic yards of rock spall at $3.00 per yard with measurement to be made in the hauling vehicle at the point of deposit.

I am enclosing a copy of a letter from our Division Engineer requesting a change in the method of measurement because of the type of hauling vehicle furnished by the contractor. There will be no change in total volume of rock spalls furnished or in the price per cubic yard; the only change being in the method of measurement.

At your earliest convenience may I have your concurrence in this change of the contract.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

IDM/ma
Attached

cc: Mr. P. M. Stephenson

NOTED
P. M. STEPHENSON

RECEIVED
APR 17 1962
FOR FILE

Contract 6014

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO. 43-84

PROJECT REPORT NO. 3(3)12

FORM PR-2 (REV. 6-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

4-13-62

STATE: Oregon

COUNTY: Gilliam & Sherman

PROJECT NO.: I-80N-4(5)112

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

US 30 John Day River Bridge and East Roadway Approach

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	11-14-61	0.5
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 2,380,971.00	$ 843,535.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By R. H. Foster

ASSISTANT State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

FX C. G. Polk
(Division Engineer)

By: L. H. Backlund
Acting Administrative Manager

Date executed by Division Engineer April 13, 1962

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

Oregon State Highway Department

Federal Aid
Project No. I-80N-4(5)112

JOHN DAY RIVER BRIDGE SECTION OF THE COLUMBIA

RIVER HIGHWAY IN GILLIAM AND SHERMAN COUNTIES

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 14, 1962

Type Code 2010
Roadway (Sta. 186+60 to Sta. 400+00) (Contract 6014)

Clearing and Grubbing	All Required (50%)		$ 4,250.00
Embankment Foundation Excavation, Unclassified	99,800 cu. yds.	$ 0.77	76,846.00
Special Borrow Excavation, Unclassified	45,600 cu. yds.	0.77	35,112.00
General Excavation, Unclassified	140,000 cu. yds.	0.77	107,800.00
Short Overhaul	259,000 yd. sta.	0.015	3,885.00
Long Overhaul	240 C-yd. sta.	0.30	72.00
Sprinkling	1,850 M-gal.	2.00	3,700.00
Rock Spall	150 cu. yds.	3.00	450.00
Loose Riprap	1,620 cu. yds.	2.00	3,240.00
	Subtotal		$ 235,355.00
	10% Engr. & Cont.		23,535.00
	Total		$ 258,890.00

Type Code 2031
John Day River Bridge (Br. # 1084) (Sta. 372+20 to Sta. 386+40 = 386+76.93)
(Contract 6014)

Shoring, Cribbing, etc.	All Required		$ 108,402.00
Structural Excavation	6,000 cu. yds.	5.00	30,000.00
Structural Excavation Below Elevation Shown	400 cu. yds.	5.00	2,000.00
Furnish 10" BP 42# Steel Piling	16,100 lin. ft.	4.33	69,713.00
Drive Steel Piles	336 only	70.00	23,520.00
Splice Steel Piles	84 only	20.00	1,680.00
Class "A" Concrete (8,205 cu.yds.)	All Required		400,000.00
Metal Reinforcement (1,719,000 lbs.)	All Required		220,000.00
Structural Carbon Steel (A-7, A-36 & A-373)	2,185,000 lbs.	0.23	502,550.00
Structural Alloy Steel (A-242)	950,000 lbs.	0.25	237,500.00
H. T. Structural Steel	925,000 lbs.	0.33	305,250.00
Metal Parapet Railing	3,090 lin. ft.	5.00	15,450.00
8-inch Metal Drain Pipe	175 lin. ft.	4.00	700.00
Median Barrier	1,550 lin. ft.	8.00	12,400.00
	Subtotal		$1,929,165.00
	10% Engr. & Cont.		192,916.00
	Total		$2,122,081.00

Length of Roadway	0.253 Miles
Length of Structure	0.292 Miles
Total Length	0.545 Miles
Cost of Roadway Per Mile.	$1,023,280.63

SUMMARY OF FUNDS

Descriptions	Total Cost	Federal Funds	State Funds	U.S. Army Engr. Funds
Roadway	$ 258,890.00	* $ 16,729.00	$ 1,391.74	$ 240,769.26
Structure	2,122,081.00	* 826,806.00	[illegible]	1,226,493.00
	$2,380,971.00	$843,535.00	$70,173.74	$1,467,262.26

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1917; Chap. 529, laws 1939.

State Funds for Maint: Chap. 529, laws 1939.

* Note: See attached tabulation for State responsibility of costs under agreement with U. S. Army Engineers.

Tabulation of agreed quantities and costs at low bid prices for State portion of project as per agreement between State and Corps of U.S. Army Engineers dated October 25, 1961. See letters to State from U. S. Army Engineers dated December 18, 1961 and January 29, 1962 confirming these amounts and State letter to Bureau of Public Roads dated January 2, 1962.

JOHN DAY INTERCHANGE, PROJECT NO. I-82E-3(26)112

Item No.	Remarks				
22	Clearing and Grubbing	All Required (1%)			$ 85.00
23	Drainage Excavation, Unclassified	30 cu. yds.	$	3.00	90.00
26	General Excavation, Unclassified	2,450 cu. yds.		0.77	1,886.50
27	Short Overhaul	11,540 yd. sta.		0.015	173.10
28	Long Overhaul	4 C-yd. sta.		3.30	1.20
29	Sprinkling	44 M-gals.		2.00	88.00
33	12-inch Corrugated Metal Pipe	230 lin. ft.		4.00	460.00
					$ 2,803.80
15 to 20	Structure				$ 55,433.00
		Subtotal			58,236.80
		10% Engr. & Cont.			5,823.20
		Total			$ 64,060.00

JOHN DAY RIVER BRIDGE SECTION, PROJECT NO. I-82E-4(5)112

Item No.	Remarks				
22	Clearing and Grubbing	All Required (1%)			$ 255.00
24	Embankment Foundation Elevation, Unclassified	6,450 cu. yds.	$	0.77	4,966.50
25	Special Borrow Excavation, Unclassified	3,950 cu. yds.		0.77	3,042.20
26	General Excavation, Unclassified	9,395 cu. yds.		0.77	7,234.15
27	Short Overhaul	70 yd. sta.		0.015	1.05
29	Sprinkling	120 M-gals.		2.00	240.00
30	Gravel Blanket	145 cu. yds.		1.50	217.50
31	Rock Spall	70 cu. yds.		3.00	210.00
32	Loose Riprap	150 cu. yds.		2.00	300.00
		Subtotal			$ 16,473.40
		10% Engr. & Cont.			1,647.34
		Total			$ 18,120.74
1 to 14	Structure	Lump Sum Amount			$895,500.00

Oregon State Highway Department

Federal Aid
Project No. I-80N-4(5)112

JOHN DAY RIVER BRIDGE SECTION OF THE COLUMBIA

RIVER HIGHWAY IN GILLIAM AND SHERMAN COUNTIES

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, November 8, 1961

Type Code 0010
Roadway (Sta. 386+60 to Sta. 400+00)

Clearing and Grubbing	All Required (50%)			$ 1,250.00
Embankment Foundation Excavation, Unclassified	99,800	cu.yds.	$ 0.60	59,880.00
Special Borrow Excavation, Unclassified	45,600	cu.yds.	0.50	22,800.00
General Excavation, Unclassified	140,000	cu.yds.	0.28	39,200.00
Short Overhaul	259,000	yd.stas.	0.01	2,590.00
Long Overhaul	240	C-yd.stas.	0.40	96.00
Sprinkling	1,850	M-gals.	2.50	4,625.00
Rock Spall	150	cu.yds.	2.00	300.00
Loose Riprap	1,620	cu.yds.	3.00	4,860.00
		Subtotal		$ 135,601.00
		10% Engr. & Cont.		13,560.00
		Total		$ 149,161.00

Type Code X031
John Day River Bridge (Br. #1084)(Sta. 371+20 to Sta. 386+60 = 386+78.93)

Shoring, Cribbing, Etc.	All Required			$ 60,000.00
Structural Excavation	6,000	cu.yds.	$ 6.00	36,000.00
Structural Excavation Below Elevation Shown	400	cu.yds.	25.00	10,000.00
Furnish 10" BP 42# Steel Piling	16,100	lin.ft.	4.50	72,450.00
Drive Steel Piles	336	only	55.00	18,480.00
Splice Steel Piles	84	only	45.00	3,780.00
Class "A" Concrete (8,205 cu.yds. $75.00)	All Required			615,375.00
Metal Reinforcement (1,719,000 lbs. $0.125)	All Required			214,875.00
Structural Carbon Steel (A-7, A-36 & A-373)	2,185,000	lbs.	0.23	502,550.00
Structural Alloy Steel (A-242)	950,000	lbs.	0.26	247,000.00
H.T. Structural Steel	925,000	lbs.	0.34	314,500.00
Metal Parapet Railing	3,090	lin.ft.	5.00	15,450.00
8-inch Metal Drain Pipe	175	lin.ft.	4.00	700.00
Median Barrier	1,550	lin.ft.	5.00	7,750.00
		Subtotal		$2,118,910.00
		10% Engr. & Cont.		211,891.00
		Total		$2,330,801.00

Length of Roadway - - - - - - - - - - - 0.253 Mile
Length of Structure - - - - - - - - - - 0.292 Mile
Total Length- - - - - - - - - - - - - - 0.545 Mile
Cost of Roadway Per Mile- - - - - - - - $589,569.16

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds	U.S. Army Engr. Funds
Roadway	$ 149,161.00	$ 23,000.00	$ 2,000.00	$ 124,161.00*
Structure	2,330,801.00	823,000.00**	72,588.00	1,435,213.00
	$2,479,962.00	$846,000.00	$74,588.00	$1,559,374.00

* Estimated cost of a two-lane facility. Amount to be set up in Project Agreement Estimate to be determined by estimated quantities of a two-lane facility, approved by U. S. Army Engrs., extended by contract prices.

** Based on lump sum amount of $895,508.00 as per agreement with U. S. Army Engrs. as difference in cost of two-lane and four-lane structure.

Too Last 6014

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.
R 25 1252 88

FORM PR-2 (REV. 6-61)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

STATE: Oregon

COUNTY: Sherman

PROJECT NO.: I-80N-3(26)112

PROJECT REPORT NO.: 6

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

US 30 John Day River Interchange O'xing Structure

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	11-14-61	0.0
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 64,060.00	$ 59,140.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By _____

ASSISTANT State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By XX C. C. Polk
(Division Engineer)

By: L. R. Backlund
Acting Administrative Manager

Date executed by Division Engineer April 13, 1962

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

Oregon State Highway Department

Federal Aid
Project No. I-80N-3(26)112

WEST JOHN DAY RIVER INTERCHANGE STRUCTURE

ON THE COLUMBIA RIVER HIGHWAY IN SHERMAN COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 14, 1962

Item Code 2220
West John Day River Interchange (Br. #8942) (Sta. 359+63 to Sta. 359+87) (Contract 6314)

Roadwork

Clearing and Grubbing	All Required (LS)		$ 65.00
Drainage Excavation, Unclassified	30 cu. yds.	$ 3.00	90.00
General Excavation, Unclassified	2,450 cu. yds.	0.77	1,886.50
Short Overhaul	11,540 yd. sta.	0.015	173.10
Long Overhaul	4 C-yd. sta.	0.30	1.20
Sprinkling	44 M-gal.	2.00	88.00
12-inch Corrugated Metal Pipe	120 lin. ft.	4.00	480.00
			$ 2,803.80

Structure

Shoring, Cribbing, etc.	All Required		$ 1,300.00
Structural Excavation	600 cu. yds.	$ 7.00	4,200.00
Structural Excavation Below Elevation Shown	50 cu. yds.	7.00	350.00
Class "A" Concrete (635 cu.yds.)	All Required		33,333.00
Metal Reinforcement (112,700 lbs.)	All Required		15,000.00
Gravel Backfill	150 cu. yds.	7.00	1,050.00
			$ 55,433.00
	Subtotal		$ 58,236.80
	15% Engr. & Cont.		5,823.20
	Total		$ 64,060.00

Length of Structure . . . . . 0.008 Miles

Federal Funds	$ 59,140.00
State Funds	4,920.00
	$ 64,060.00

State Funds for Const: Chap. 173, laws 1917; Chap. 31, laws 1920; Chap. 589, laws 1939.

State Funds for Maint: Chap. 589, laws 1939.

Tabulation of agreed quantities and costs at low bid prices for State portion of project as per agreement between State and Corps of U. S. Army Engineers dated October 25, 1961. See letters to State from U. S. Army Engineers dated December 18, 1961 and January 29, 1962 confirming these amounts and State letter to Bureau of Public Roads dated January 2, 1962.

WEST JOHN DAY INTERCHANGE, PROJECT NO. I-80N-3(26)112

Item No.	Remarks				
22	Clearing and Grubbing	All Required (1%)			$ 85.00
23	Drainage Excavation, Unclassified	30 cu. yds.	$	3.00	90.00
26	General Excavation, Unclassified	2,453 cu. yds.		0.77	1,888.81
27	Short Overhaul	11,540 yd. sta.		0.015	173.10
28	Long Overhaul	4 C-yd. sta.		0.30	1.20
29	Sprinkling	44 M-gals.		2.00	88.00
33	12-inch Corrugated Metal Pipe	120 lin. ft.		4.00	480.00
					$ 2,903.10
15 to 20	Structure				$ 55,433.00
		Subtotal			$6,236.80
		13% Engr. & Cont.			5,823.20
		Total			$ 64,060.00

JOHN DAY RIVER BRIDGE SECTION, PROJECT NO. I-82E-4(5)112

Item No.	Remarks				
22	Clearing and Grubbing	All Required (3%)			$ 255.00
24	Embankment Foundation Elevation, Unclassified	6,450 cu. yds.	$	0.77	4,966.50
25	Special Borrow Excavation, Unclassified	3,960 cu. yds.		0.77	3,049.20
26	General Excavation, Unclassified	9,395 cu. yds.		0.77	7,234.15
27	Short Overhaul	70 yd. sta.		0.015	1.05
29	Sprinkling	120 M-gals.		2.00	240.00
30	Gravel Blanket	145 cu. yds.		1.50	217.50
31	Rock Spall	70 cu. yds.		3.00	210.00
32	Loose Riprap	150 cu. yds.		2.00	300.00
		Subtotal			$ 16,473.40
		10% Engr. & Cont.			1,647.34
		Total			$ 18,120.74
1 to 14	Structure	Lump Sum Amount			$895,508.00

Oregon State Highway Department

Federal Aid
Project No. I-80N-3(26)112

WEST JOHN DAY RIVER INTERCHANGE STRUCTURE

ON THE COLUMBIA RIVER HIGHWAY, SHERMAN COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, November 9, 1961

Type Code X220
West John Day River Interchange (Br. #8942)(Sta. 359+43 to Sta. 359+87)

ROADWORK				
Clearing and Grubbing	All Required (5%)			$ 125.00
Drainage Excavation, Unclassified	30	cu.yds.	$4.00	120.00
General Excavation, Unclassified	10,200	cu.yds.	0.28	2,856.00
Sprinkling	100	M-gal.	2.50	250.00
12-inch Corrugated Metal Pipe	120	lin.ft.	4.00	480.00
				$ 3,831.00
STRUCTURE				
Shoring, Cribbing, etc.	All Required			$ 1,000.00
Structural Excavation	600	cu.yds.	$6.00	3,600.00
Structural Excavation Below Elevation Shown	50	cu.yds.	15.00	750.00
Class "A" Concrete (635 cu.yds. at $70.00)	All Required			44,450.00
Metal Reinforcement (112,700 lbs. at $0.125)	All Required			14,087.50
Gravel Backfill	150	cu.yds.	4.00	600.00
Median Barrier	38	lin.ft.	5.00	190.00
				$ 64,677.50
	Subtotal			$ 68,508.50
	10% Engr. & Cont.			6,850.50
	Total			$ 75,359.00

Length of Structure - - - - - - - - - 0.006 Mile

Federal Funds -	$ 69,000.00
State Funds -	6,359.00
	$ 75,359.00

RL Bartlett OSHD

Form PR-38(1) (1-59)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FOR FILING

INITIAL [redacted] CONSTRUCTION INSPECTION REPORT

6014

Region No.	Report No.	County	State
8	1 - INITIAL	Gilliam and Sherman	Oregon

Date of inspection	Inspection made by	Project No.
2-9-62 2-20-62	W. H. Schwiesow, Area Engineer H. A. Schell, Bridge Engineer	I-80N-3(26)112 I-80N-4(5)112

In company with

M. Glenn, Resident Engineer and D. Galaher, Resident Bridge Engineer

Description of improvement

John Day River Bridge Section, Columbia River Highway

Contractor name and address

Pacific Concrete Co., Otis P. Jordan, Jr., C. V. Glidden, Portland, Oregon

Award date	Contract amount	Time allowed	Time started	Work started
1-4-62	$2,433,333.00	300 work days	1-14-62	1-8-62

Quality of work	Progress of work	Time elapsed	Work completed	Est. compl. end of month
Satisfactory	Satisfactory	6 (2-9-62) %	8 (2-9-62) %	12 %

Roadbed (Width 76.4 Feet 0. to 0. of shoulders)

Type	Type code no.	Net length (Miles)	Base-Surfacing Thickness Edge (Inches)	Base-Surfacing Thickness Center (Inches)	Width (Feet)
Grading	0010	0.253	--	--	76.4

Structures over 20-foot span

Type	Type code no.	Net length (Miles)
Steel Deck Truss	X032	0.292
Conc. Rigid Frame	X220	0.008

Remarks

JOHN DAY RIVER - BRIDGE SECTION

Project I-80N-3(26)112 provides for the construction of the West John Day River Interchange Structure and incidental grading connected therewith. This structure is a concrete rigid frame on spread footings with a clear span of 33'. Project limits are stations 359+43 and 359+87. Project I-80N-4(5)112 begins at Station 371+20, westerly end of the John Day River Bridge and ends at Station 400+00 approximately 0.25 mile easterly of the easterly end of the same bridge to be constructed as the principal feature of the project. Bridge approaches are to be completed and the full roadway section graded from the easterly end of the bridge to station 400+00. The river structure is composed of 81' simple welded plate girders for approach spans 1,2 and 9, 10. Spans 3, 4, 5, 6, 7, 8 are simple span deck trusses of length 202'. Substructure is composed of spread footing stub abutment type and bents 1 and 4, spread footings at bents 2 and 3 and piers 2, 3, 6, pile footings at piers 1, 4, 5.

Work started when the subcontractors, grading, placed two self-propelled scrapers and a tractor-dozer unit on the project to begin embankment foundation excavation work on January 8. This work was concentrated on the east bank of the John Day River and has been substantially completed. Two shifts daily, five days per week, have been scheduled beginning January 15. Foundation excavation, east side, has substantially underrun plan quantities as the rock line was

(more)

☆U. S. GOVERNMENT PRINTING OFFICE: 1959—J491453

Cont.----

found to be generally higher than that shown on the plans.

A 2½ cu.yd. shovel, two 16-cu.yd. end dump trucks were today on rock excavation, previously drilled and shot, near the easterly end of the project. Three tractor-dozer units were employed in moving the rock dumped by trucks into position in the embankment west, spreading and compacting them in the process.

Today the prime contractor was engaged in driving foundation piles, Pier No. 5. Measurement was made of footing forms in place, left side, Pier 1. The dimensions were found to be 19' x 13.5' in accordance with the plans.

Laboratory test reports on the materials used to date (only structural materials involved) were not on file in the resident engineer's office (grading). The resident engineer's office (structures) is located at Arlington, Oregon. As a representative of the bridge department, Oregon Division, was to inspect the structural work on subject project within a few days, it was deemed not worth the time it would have required to visit the Arlington office on this trip.

Inquiry developed that the required posters concerning wage rates, employment conditions, etc., were not in place, February 9, 1962. The importance of early compliance with the governing regulations was stressed to both the resident engineer and the contractor's representative and the promise was received that prompt corrective action would be taken.

Structure Inspection--2/20/62 10% complete 9% time

1. Pier 1 footing poured
   " 2 Partially rough excavated
   " 3 Dike partially constructed
   " 4 Steel sheet cofferdam is in place and footing 95% excavated.
   " 5 Wooden crib is in place and all piles driven
   " 6 Excavated and ready for concrete in the right footing
   " 7 Excavated and footings poured.

   Stripping is complete west of the structure. On the east approach the "blow" sand will be removed and replaced with rock for good bank protection.

2. Pier 1 -5 men unloading reinforcing steel for the columns
   " 3 - A cat and scrapper are constructing the dike around pier 3
   " 4 - 3 men and a 2½ cu.yd. rig with a D-5 diesel hammer are completing the sheetpile driving
   " 6 - 4 men and rig excavating for footing

3. All foundation piling were driven with a Vulcan #1 mounted on a 2 cu.yd. rig and a 600 cfm air compressor. Most piling were driven to refusal and indicated some erratic strata below the ground. The resident feels this material is probably large boulders. From the sheet piles driven at pier 4 and test

(more)

Cont.---

pile driven by the contractor at his own expense, pile length will probably be 25'. Order length is 50'. Pier 5 footing was raised approximately 6' because adequate material was found at this elevation. Pile lengths here (pier 5) were approximately 5-10' more than that indicated in the special provision (40' - 45' indicated).

The foundation for pier 2 will be somewhat lower than indicated on the plan. The work on this date has not progressed sufficiently to determine exact elevation, but it appears that the right footing will be lowered 15' and the left 11'. Also, at pier 6 the left footing was lowered 5' in order to found it on an adequate foundation. These changes appear to be the results of a possible error in the Corps of Engineer's survey of the area. The foundation on the interchange structure also is not according to plan. It appears that the indicated rock line will be several feet below that indicated on the plan and both footings will be placed on the silty sand instead of one side within 4' of the rock line.

During the initial few weeks of work the contractor claimed he was held up because of the barging operation up the John Day River. This barging operation was supplying aggregate for the dam on the Columbia. During the high water the barge has little difficulty navigating the river, however, during low water there is just barely enough depth and room to navigate. Construction of a dike around pier 3 would stall the barging operation using the existing equipment. It would make the river too swift to navigate between pier 3 work and the west river bank. On this date this aggregate supplying operation was completed and no additional interference is anticipated. In view of the existing progress by the contractor, it is difficult to see why he feels that he was held up. His operation has been geared to a high output of work, but it appears highly improbable that he would have been ready at an earlier date to work in the river area in question.

Several lineal measurements were checked at Pier 1 and the piles at Pier 5. All were in accordance with the plans. Test reports were reviewed with the resident and found to be in accord with specifications. Aggregate is being obtained from Highway Ready-mix, who obtains their aggregate from Wishram, Washington.

On this date the State, Corps of Engineer, and contractor were in conference over the construction of the railroad structure. It seems that the Corps of Engineers would like to let a contract at an early date for construction of this structure. If the Corps of Engineers insists on an early letting, the contractor on the highway bridge would have to find another access to the structure causing additional expense which in turn would probably revert into a claim. The cost of such a claim would be excessive because it would necessitate a complete new plan of steel erection and storage. The steel erectors now plan to use an area which is accessible by the existing highway and a convenient storage area.

(more)

Cont.---

Mr. Pitney and Mr. Johnson from Bethlehem Steel, subcontractors for the steel fabrication and erection, were present. Their plan of erection is to construct span 3 with falsework bents at panel points L_2 and L_4 and the remaining spans by the cantilever method guying back to the existing truss.

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FEB 6 1962
FOR FILING

6014

February 5, 1962

Oregon State Highway Commission

Gentlemen:

Effective 8 a.m., Wednesday, January 17, approval was granted for the establishment of a 35-mile-per-hour construction speed zone for the John Day River Bridge Project on the Columbia River Highway, No. 2.

Your concurrence is requested in the establishment of a 35-mile-per-hour construction speed zone on the John Day River Bridge Project of the Columbia River Highway, No. 2, between M.P. 112.80 and M.P. 113.60, in Sherman and Gilliam Counties.

This matter will be on the agenda for your consideration at the next meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

VPJ:pk me

cc Tom Edwards
F. B. Crandall

RECEIVED
FEB 1 1962
FOR FILING
ADDRESS REPLY TO
THE DISTRICT ENGINEER
NOT TO INDIVIDUALS
6014
NPSCE

U.S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON

29 January 1962

Mr. R. L. Porter
Office, State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Porter:

In confirmation of my teletype of 3 January 1962, I wish to advise you that the information transmitted in your two letters of 2 January 1962 is acceptable, and I approve the award of the contract for the John Day River highway bridge on the John Day Project to the low bidder.

The allocation of cost between the State of Oregon and the Government is also approved with the exception that the total cost to the State should be $973,189.78 rather than the figure shown in your letter.

This adjustment will not revise the funds in the amount of $700,000 which have been obligated for payments on the John Day River bridge for Fiscal Year 1962.

Sincerely yours,

J. H. BEDDOW
Colonel, CE
District Engineer

Yours

RECEIVED
JAN 30 1962
OREGON
STATE HIGHWAY COMMISSION

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending January 20, 19 62

Section John Day River

Highway Col. River County Sherman & Gilliam

Contractor Pacific Concrete Co. et al

Date of contract January 4, 19 62

Date work started January 8, 19 62

Project authorization . . . . . $ 2,737,499.63

Exclusive of engineering . . . . $ 2,433,333.00

Kind of work Bridge & Grading

Section prefix 611-1050

Contract number 6014

Specified work days 300

Work days used 5

Per cent of time elapsed 2 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 2,433,333

Estimated per cent overrun or underrun . . . . . %

Per cent of contract completed, based on estimated cost . Grading Only . . . . . 1.4 %

Engineering authorization . . . . $ 194,666.64

Engineering cost to date $ 2,800, 1.4 %

Date project was completed , 19

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
25	0	7.5%		none	none	none

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Durbin and Groesbeck had three TS-14 pulls / scrapers and four dozers working all week on embankment foundation excavation, and hauling to disposal area "A". They are working two shifts on the striping. First shift is 7:30 AM to 3:30 PM. and second shift is 3:30 PM to 12:30 AM, and next week will start at 4:30 PM to 1:30 AM. Two to three compressors and drills working all week sta. 389+50 to 390+50. Drilling holes on 9 ft. centers and 18 to 24 ft. deep. Two of the dozers are pioneering slopes down to rock line. They have excavated to rock at pier 7, Rock line is 4.8 ft. lower than shown on centerline and 5.6 lower 44 ft. right of centerline. Rock line 44 ft. left is at plan elevation. We are starting to get into pea gravel left of centerline so may not have to go all the way to rock. It appears to be about 1-2 ft. above rock so far. Received approval for 35 mph. ~~xpx~~ speed zone effective January 17 th .

NOTED

Signed M. D. Glenn
by William C. Schiemm

Address The Dalles

NOTED
R. L. PORTER

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.58				
Miles partially completed	0.08				
Miles completed	0				
Total estimated quantities (contract)	517,600 cy.				
Total quantities corrected to date	" "				
Estimated quantities moved or placed to date	40,950				
Average daily quantities	4,095				
Average daily quantities necessary to complete project on time	1,615				
Number shifts per day	2				
Hours per shift	8				
Average force on project for week	25				

Men	22	Additional Equipment on
Supervision	3	Project this week -
Men and trucks under 3 tons	2	1-2½ yd. Northwest Shovel
Men and trucks over 3 tons	6	1-H D 16 Dozer
Men and tractors	7	1-16 yd. International and dump

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ...3....., Bulldozers .....5...., Compaction rollers ...3 TS-14. pulls/ scapers . . .., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Pt. cldy.-shwrs. PM		
Monday	Frz. rain AM.-cldy-cold PM.		
Tuesday	Pt. cldy.-cold		
Wednesday	Cldy. cold-lt. snow PM.		
Thursday	Lt. snow- cold		
Friday	Snow- cold		
Saturday			

RECEIVED
JAN 18 1962

COMMISSIONERS
M. E. MOLVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

J-GN-3(26)112
6014

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

January 17, 1962

Mr. Lee Bown, Deputy Sup't.
Department of State Police
107 Public Service Bldg.
Salem, Oregon

Dear Mr. Bown:

Effective 8:00 A.M., Wednesday, January 17, permission was granted for the establishment of a 35 MPH construction speed zone for the John Day River Bridge Project on the Columbia River Highway, No. 2, between M.P. 112.80 and M.P. 113.60.

Very truly yours,

Tom Edwards
Assistant State Highway Engineer

By
F. B. Crandall
Traffic Engineer

VPJ:pk
bc: Tom Edwards

RECEIVED
JAN 18 1962
STATE OF
HIGHWAY ENGINEER

NOTED
TOM EDWARDS

RECEIVED
JAN 15 1962
FOR FILING
6014

January 12, 1962

Pacific Concrete Co., Otis P. Jordan, Jr.,
and C. V. Glidden
10401 N. E. Marx Street
Portland 20, Oregon

Gentlemen:

We have been notified by the State Industrial Accident Commission that you are not on record as a joint venture in their department. This is in connection with Contract No. 6014, John Day River Bridge and Grading on the Columbia River Highway in Gilliam and Sherman Counties, which you bid on December 6, 1961, and was awarded January 4, 1962.

If you have not already done so, will you please secure the necessary registration material to establish an account as a joint venture with the State Industrial Accident Commission, Labor & Industries ~~Public Service~~ Building, Salem. This is in connection with the Workmen's Compensation Act for the State of Oregon.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC: State Industrial Accident Commission
Attn: Mr. H. W. McCauley

fp

STATE OF OREGON
STATE INDUSTRIAL ACCIDENT COMMISSION
SALEM

ADDRESS REPLY TO
STATE INDUSTRIAL ACCIDENT COMMISSION
LABOR AND INDUSTRIES BUILDING
SALEM, OREGON
ATTENTION Rate & Survey

January 10, 1962

Floyd Query, Secretary
State Highway Commission
State Highway Building
Salem, Oregon

Dear Sir:

This letter is to advise you that several of the State Highway Contract awards made December 8, 1961, were let to firms which have not established accounts with this Commission for the legal entities under which they submitted their bids.

Several of the contractors listed in the bids have established coverage for their individual operations but have not registered for joint venture operations. We will list those contracts on which awards have been made for which we have not established the account to cover the employing entity and will then direct a letter to the firms advising them of their responsibilities in this regard.

The following are the contracts on which the successful bidder has not properly registered.

#2 GILLIAM & SHERMAN COUNTIES: John Day River Bridge and grading on Columbia River Highway. Federal-Aid Interstate Highway Project No. I-80N-3(26)112 and I-80N-4(5)112.

Pacific Concrete Co., Otis E. Jordan, Jr., and C. V. Glidden, Portland

#4 JACKSON COUNTY: Rogue River Bridge Area Park Facilities about five miles west of Gold Hill. State Project.

John T. Westgaard & Merle C. Howard, Ashland

#6 KLAMATH COUNTY: N. Klamath Falls Interchange Section of The Dalles-California Highway in vicinity of Klamath Falls. FAP No. U-205(11). 1.06 mi. grading, paving, structure and signing.

Asphalt Paving Co., Kiser Equipment Co. and Ray Kiser Construction Co., Klamath Falls

#12 UMATILLA COUNTY: Athena-Blue Mt. Station Section of the Oregon-

Ok, please handle
#6

NOTED
FLOYD QUERY

Washington Highway and the Weston Section of Oregon-Washington Highway, southwesterly of Athena. FAP Nos. F-170(17) and S-76(5). 6.65 mi. grading, paving and signing.

Crick & Sons, Yardley Wn.

Very truly yours,

STATE INDUSTRIAL ACCIDENT COMMISSION
P. G. Savage, Assistant Commissioner

By: H. W. McCauley
H. W. McCauley

HWM:JK

RECEIVED
JAN 11 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 12 1962
COMMISSIONERS
F. A. RELVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
6014

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

January 10, 1962

Mr. C. G. Polk
Division Engineer
U. S. Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Dear Mr. Polk:

Re: John Day River Bridge
Contract No. 6014
FAP Nos. I-80N-3(26)112 &
I-80N-4(5)112

Pacific Concrete Company, Otis P. Jordan, Jr., and C. V. Glidden began work on the John Day River Bridge project on the Columbia River Highway in Gilliam and Sherman Counties, Contract No. 6014, FAP Nos. I-80N-3(26)112 and I-80N-4(5)112 on January 8, 1962.

Very truly yours,

Ivan D. Marchant
Bridge Engineer

dl/mm

cc: Mr. Curt Hansen
Mr. Floyd Quarry
Mr. D. B. Parker
J. H. Nash

RECEIVED
JAN 4 1962
FOR FILING
6014

January 4, 1962

Pacific Concrete Co., Otis P. Jordan, Jr.,
and C. V. Glidden
10401 N. E. Marx Street
Portland 20, Oregon

Gentlemen:

The State Highway Commission on December 6, 1961, accepted your proposal for the John Day River Bridge and Grading Project on the Columbia River Highway in Gilliam and Sherman Counties for the sum of $2,433,333.00, and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 6014.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms our wire to you of this date.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Mr. R. G. Savage (SIAC)
Mr. Frank Morgan
Mr. L. H. Young
Mr. Ivan D. Merchant
Pacific Builder & Engineer, Inc., Seattle, Wn.
Daily Journal of Commerce, Seattle, Wn.
Daily Journal of Commerce, Portland

Oregon Portland Cement Company
111 S. E. Madison
Portland 14, Oregon

NOTED
J. Mc C.

fp

RECEIVED

FORM CD-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. N.E.
Salem, Oregon

FOR FILE
I-5N-(5)112
6014

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

DATE: January 4, 1962

Attention: Mr. L. H. Young

FROM : C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

SUBJECT: Oregon Project I-80N-4(5)112, John Day River Bridge Section, Columbia River Highway

As requested in your letter of today in connection with the above project, we hereby concur as of this date in award of Contract No. 6014 to Pacific Concrete Company, Otis P. Jordan, Jr. and J. Vernon Glidden, low bidder in the total amount of $2,433,333 for this project and Project I-80N-3(26)112 at the December 6, 1961 bid opening.

O/C sent 1-9-62

NOTED
L. H. YOUNG

RECEIVED
JAN 4 1962
FOR FILING

January 4, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Dear Sir:

Superseding my December 8, 1961 letter, your concurrence as of today is requested in the award of contracts for each of the following projects:

1. John Day River Bridge Section, Project Number I-80N-4(5) 112, Grading and Structure.

2. West John Day Interchange Structure, Project Number I 80N-3(26) 112, Grading and Overcrossing Structure.

All rights of way or rights of entry have been acquired.

All rights of access to or from abutting properties are either (1) denied by law, or (2) have been acquired, or (3) are acquired in condemnation proceedings which have been commenced and will be prosecuted to completion.

We have wire advice from the Corps of Engineers that the notification in the allocation of costs which you approved on January 3, 1962, is acceptable.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

LHY:mmb
cc: Mr. Rud Porter
Mr. Frank Morgan
Mr. Ivan Merchant

RECEIVED
JAN 4 1962
FOR FILING

January 4, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Dear Sir:

Superseding my December 8, 1961 letter, your concurrence as of today is requested in the award of contracts for each of the following projects:

1. John Day River Bridge Section, Project Number I-80N-4(5) 112, Grading and Structure.

2. West John Day Interchange Structure, Project Number I 80N-3(26) 112, Grading and Overcrossing Structure.

All rights of way or rights of entry have been acquired.

All rights of access to or from abutting properties are either (1) denied by law, or (2) have been acquired, or (3) are acquired in condemnation proceedings which have been commenced and will be prosecuted to completion.

We have wire advice from the Corps of Engineers that the modification in the allocation of costs which you approved on January 3, 1962, is acceptable.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. M. Young
Office Engineer

LMY:mmb
cc: Mr. Hal Porter
Mr. Frank Morgan
Mr. Ivan Merchant

CLASS OF SERVICE

This is a fast message unless its deferred character is indicated by the proper symbol.

WESTERN UNION

TELEGRAM

W. P. MARSHALL, PRESIDENT

1201 (4-60)

SYMBOLS

DL = Day Letter

NL = Night Letter

LT = International Letter Telegram

The filing time shown in the date line on domestic telegrams is LOCAL TIME at point of origin. Time of receipt is LOCAL TIME at point of destination

PRA162

1962 JAN 3 PM 5 12

PR WWA041 GOVT PD=WUX WALLAWALLA WASH 3 503P PST=

STATE HIGHWAY ENGR, OREGON STATE HIGHWAY DEPT=

: ATTN R L PORTER SALEM ORG=

=FROM NPWGR 12

¶ 1. WITH REFERENCE TO YOUR TWO LETTERS OF 2 JANUARY 1962 CONCERNING THE AWARD OF CONTRACT FOR THE CONSTRUCTION OF JOHN DAY RIVER HIGHWAY BRIDGE, I APPROVE AWARD OF CONTRACT TO LOW BIDDER WITH COST ALLOCATION OF $1,463,034.80 TO GOVERNMENT AND $973,189.78 TO STATE. ALL RIGHTS-OF-WAY NECESSARY FOR CONSTRUCTION HAVE

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

CLASS OF SERVICE

This is a fast message unless its deferred character is indicated by the proper symbol.

WESTERN UNION

TELEGRAM

W. P. MARSHALL, PRESIDENT

1201 (4-60)

SYMBOLS

DL = Day Letter

NL = Night Letter

LT = International Letter Telegram

The filing time shown in the date line on domestic telegrams is LOCAL TIME at point of origin. Time of receipt is LOCAL TIME at point of destination

BEEN ACQUIRED

9 2. CONFIRMING LETTER FOLLOWS=

BEDDOW DIST ENGR US ARMY ENGR DIST WALLA WALLA=

RECEIVED
JAN 4 1962
OFFICE OF
STATE HIGHWAY ENGINEER

:=NPWGR 12 1 2 1962 $1,463,034.80 $973,189.78 2.

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED

FORM CD-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. N.E.
Salem, Oregon

TO : Mr. Forrest Cooper
State Highway Engineer
6014 Salem, Oregon

DATE: January 4, 1962

Attention: Mr. L. H. Young

FROM : C. O. Polk, Division Engineer
08-35.4-0 Salem, Oregon

SUBJECT: Oregon Project I-80N-3(26)112, West John Day Interchange Structure on the Columbia River Highway

As requested in your letter of today in connection with the above project, we hereby concur as of this date in award of Contract No. 6014 to Pacific Concrete Company, Otis P. Jordan, Jr. and J. Vernon Glidden, low bidder in the total amount of $2,433,333 for this project and project I-80N-4(5)112 at the December 6, 1961 bid opening.

C/c Land 1-9-62

NOTED
L. H. YOUNG

RECEIVED
JAN 5 1962
FOR FILING

614

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

File

477 Cottage St. N.E.
Salem, Oregon

January 3, 1962

C. G. Polk, Division Engineer
Salem, Oregon

08-35.2DA

By: T. Dec
Acting Division Engineer

Oregon Project I-80N-3(26)112, West John Day Interchange Section

The inclusion of the construction of portions of the westbound on-and-off ramps in the subject project, as requested by Mr. Porter's January 2, 1962 letter, is approved.

Our approval is with the understanding the summary plan sheets 2A and 2B for Projects I-80N-3(26)112 and I-80N-4(5)112 will be revised to reflect the new quantities involved. Furthermore, the segregation of quantities between the two Federal-aid projects should be equal to the State's share as approved by the Corps of Engineers. For example, general excavation, unclassified, now will be 2,450 and 9,395 cubic yards for Projects I-80N-3(26)112 and I-80N-4(5)112, respectively, instead of 10,200 and 140,000 cubic yards, respectively.

Contract estimates also should be based on allocation of quantities as approved by the Corps.

Original sent to Yeung 1-4-62

RECEIVED
JAN 4 1962
FOR FILING

January 3, 1962

Pacific Concrete Company
10401 N. E. Marx Street
Portland, Oregon

Attention Mr. Otis P. Jordan, Jr.

Gentlemen:

Re: John Day River Bridge

On December 6, 1961, the Highway Commission accepted your bid on the above project and instructed me to award a contract to you for the work as soon as necessary right of way was acquired and approval of the Bureau of Public Roads and Corps of Engineers was received.

We are making good progress toward completing the necessary transactions on the above, but I doubt very much if this work can be completed on or before January 6, 1962, which would be the expiration date for your proposal.

May I have the consent of you and your bid surety (Glens Falls Insurance Company) to hold this bid for an additional thirty (30) days beyond January 6, in which to complete the necessary negotiations so that a contract can be awarded. If you consent to this additional thirty (30) days' holding time, please endorse a copy of this letter in the space provided, have it endorsed by your bid surety and return the copy to me.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. M. Stephenson
Assistant State Highway Engineer

CAG:nk:er

APPROVED:

_____
Contractor

_____
Surety

cc Mr. Forrest Cooper
Mr. Ivan Merchant
Mr. L. H. Young

RECEIVED
JAN 3 1962
FOR FILING
F 80N-3(26)112
6014

January 2, 1962

Corps of Engineers
Building 602, City-County Airport
Walla Walla, Washington

Attention: Colonel J. H. Deddow

Gentlemen:

Reference is made to your letter of December 18, 1961 to Mr. Forrest Cooper, in which you have set forth agreed upon quantities that are to be the responsibility of the State. It is agreed that these quantities as set forth are satisfactory with the exception of Items 22, 26, 27, and 28 and 29.

As noted in your letter, the plans do not specifically include widening of embankments between Station 368+20 and Station 370+10 for entrance and exit ramps for the John Day River Interchange. As these would be difficult to construct after completion of the embankment as shown on the plans, construction of the additional embankments will be made under the present contract. Therefore, the following quantities should be added to those tabulated in your letter under Items 22, 26, 27, 28 and 29:

ITEM	DESCRIPTION	QUANTITY
22	Clear and Grub	Ls Lump Sum
26	Com. Exc., Unclass.	2,450 Cu. Yd.
27	Short Overhaul	11,540 Yd. Sta.
28	Long Overhaul	4 "C" Yd. Sta.
29	Sprinkling	44 M-Gal.

Substantiating data for above change is being transmitted under separate cover.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Assistant Highway Engineer

cc Forrest Cooper
J. S. Sawyer
Dean Swift

RECEIVED
JAN 2 1962
FOR FILING
I-80N-3(7)
14

January 2, 1962

Corps of Engineers
Building 602-City-County Airport
Walla Walla, Washington

Attention: Colonel J. H. Bobbie

Gentlemen:

Reference is made to your letter of December 18, 1961 in which you have tabulated "Costs to State" and "Costs to Corps" on the John Day River Bridge Section of Highway 1#OH.

As indicated in other correspondence, certain changes in embankment construction on the west approach to John Day River Bridge would increase the "Cost to State". The enclosed tabulation of quantities and costs show the changes to be made.

The contract amount will not change as the relatively small increase in Net quantities may be presumed to be covered in allowances included in the quantity summary shown on the plans.

If By including the above changes, and under terms of Contract No. DA-45-164-61-103, costs would be allocated as follows:

ITEM		COST TO STATE	COST TO GOVERNMENT
1-14		$ 875,588.00	$ 1,033,577.00
15-20		55,433.00	.00
21-33	19,277.20		429,457.80
plus 10%	1,927.72		
plus 2%	963.86		
Subtotal		22,168.78	
Total		18,973,189.78	1,463,034.80

Please review the proposed change and advise as soon as possible. Telegraphic notice of approval will be appreciated.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

H. L. Porter
Assistant Highway Engineer

cc Forrest Cooper
J. S. Sawyer
Dean Swift
C. G. Polk

Enc.

QUANTITY SUMMARY
of
Additional "State Responsibility"
due to change in embankment construction, Station 367+20 to 370+10.

ITEM	DESCRIPTION	UNIT	AMOUNT	ALLOWANCE	TOTAL
22	Clear and Grub	Lump Sum	1	—	1
26	Gen. Exc., Unclass.	Cu. Yd.	2,221	229	2,450
27	Short Overhaul	Yd. Sta.	10,497	1,043	11,540
28	Long Overhaul	"C" Yd. Sta.	3	1	4
29	Sprinkling	M.Gal.	40	4	44

COST TO THE STATE FOR BID ITEMS 21 THROUGH 33
Projects I-80N-3(26)112 and I-80N-4(5)112

ITEM	DESCRIPTION	AMOUNT	PRICE	TOTAL
21	Median Barrier	None	$ ——	$ ——
22	Clearing and Grubbing	4½ L.S.	8,500.00	340.00
23	Drainage Excavation, Unclass.	30	3.00	90.00
24	Embankment Foundation Mat., Unclass.	6,450	0.77	4,966.50
25	Special Borrow Mat., Location "A", Unclass.	3,960	0.77	3,049.20
26	General Excavation, Unclassified	11,845	0.77	9,120.65
27	Short Overhaul	11,610	0.015	174.15
28	Long Overhaul	4	0.30	1.20
29	Sprinkling	164	2.00	328.00
30	Gravel Blanket	145	1.50	217.50
31	Rock Spall	70	3.00	210.00
32	Loos RipRap	150	2.00	300.00
33	12" Corrugated Metal Pipe	120	4.00	480.00
		TOTAL		$ 19,277.20

U.S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON

ADDRESS REPLY TO
THE DISTRICT ENGINEER
NOT TO INDIVIDUALS

NPWGR

18 December 1961

Mr. Forrest Cooper, State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Cooper:

Reference is made to your letter of 8 December 1961 which transmitted the "State Highway Engineer's Estimate of Cost for Comparison of Bids" and the abstract of bids for work under projects I-80N-3(26)112 and I-80N-4(5)112. These projects concern the construction of the John Day River Bridge and West John Day Interchange structure which will be constructed as a portion of the relocation of Interstate Highway 80N on the John Day Project.

This data has been examined and I approve award of the work concerned in these projects to Pacific Concrete Company et.al. who submitted the low bid. Under the terms of Contract No. DA-45-164-61-103 costs for this work are to be allocated as follows:

Army 62.94%

Item		Cost to State	Cost to Government
1 - 14 John Day River Bridge Ref. Article 5.c.6.		$895,588.00	$1,033,577.00
15 - 20 Ref. Article 5.c.4.		55,433.00	0
21 - 33 (See Incl.) Ref. Article 5.d.	17,043.40		431,691.60
Ref. Article 5.d. - 10%	1,704.34		
Ref. Article 5.c.9. - 5%	852.17		
Subtotal		19,599.91	
Total		$970,620.91	$1,465,268.60

Paxson

NOTED
R. L. POTTER

NPWGR 18 December 1961
Mr. Forrest Cooper

The cost to the State of Items 1 to 14 and 21 to 33, in the total amount of $912,631.40 is fixed, and any adjustment in funds required because of possible variation in unit quantities, unless revised by approved modification, is the responsibility of the Government. The additive percentages are subject to revision at the end of the 1962 Fiscal Year in accordance with Article 5g of the contract. The Government will make no contribution for Items 15 to 20 inclusive, and all responsibility for payments to the contractor on Items 15 to 20 is the responsibility of the State.

Funds in the amount of $700,000.00 have been obligated for payments to the contractor during the fiscal year ending 30 June 1962. Funds required subsequent to that date will be subject to the availability of appropriated funds.

Sincerely yours,

1 Incl
State assign. of
cost

J. H. BEDDOW
Colonel, CE
District Engineer

RECEIVED
DEC 2 0 1961
OREGON
STATE HIGHWAY COMMISSION

COST TO THE STATE FOR BID ITEMS 22 to 33
PROJECTS I-80N-3(26)112 AND I-80N-4(5)112

Item	Description	Amount	Price	Total
21	Median Barrier	None	----	-----
22	Clear and Grub	3% LS	8,500.00	255.00
23	Drain Exc. Unclass	30	3.00	90.00
24	Emb. Found. Exc. Unclass	6,450	.77	4,966.50
25	Spec. Bar Exc., Loc "A" Unclass	3,960	.77	3,049.20
26	Gen. Exc. Unclass	9,395	.77	7,234.15
27	Short Overhaul	70	.015	1.05
28	Long Overhaul	None	.30	-.--
29	Sprinkling	120 MGal	2.00	240.00
30	Gravel Blanket	145 CY	150.00	217.50
31	Rock Spalls	70	3.00	210.00
32	Loose Riprap	150	2.00	300.00
33	12" CMP	120	4.00	480.00
		Total		$17,043.40

RECEIVED
JAN 3 1962
FOR FILING

January 2, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage Street
Salem, Oregon

Dear Sir:

It has come to our attention that construction plans for the John Day River Bridge Section, Highway 1-80N do not specifically indicate construction of embankments for those portions of the entrance and exit ramps which lie between Station 368+20 and Station 370+10. Therefore, because of difficulty of constructing these narrow fills after the main roadbed embankments are placed, we are proposing to include under the present contract for construction those portions of ramps which fall within the construction area.

Under agreement with the Corps of Engineers, costs of certain portions of construction are the responsibility of the State. As the westbound ramps are within that responsibility, quantities under Items 22, 26, 27, 28 and 29 will be increased as noted below:

ITEM	DESCRIPTION	QUANTITY
22	Clear and Grub	1% Lump Sum
26	Gen. Exc. Unclass.	2,450 Cubic Yards.
27	Short Overhaul	11,540 Yd. Sta.
28	Long Overhaul	4 "C" Yd. Sta.
29	Sprinkling	44 M-Gal.

May we have your approval of this change.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Assistant Highway Engineer

GCW:dbpajw

cc Forrest Cooper

U.S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON

ADDRESS REPLY TO
THE DISTRICT ENGINEER
NOT TO INDIVIDUALS

NPWGR

18 December 1961

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Cooper:

Reference is made to your letter of 5 December 1961, signed by Mr. Tom Edwards, which transmitted information relative to the Oregon State Highway Department and John Day Project participation in the costs of the construction work advertised under your Projects I-80N-3(26)112 and I-80N-4(5)112.

The quantities presented have been reviewed and discussed between members of our respective staffs. Based on these discussions the State share of Item 30, Gravel Blanket, has been reduced in quantity. Subject to this variation, the quantities are approved.

According to Article 5d of Contract No. DA-45-164-CIVENG-61-103, I therefore agree that the cost to the State, for bid Items 22 to 33 inclusive, will be determined by extending the following quantities of each item by the applicable unit contract prices.

Item	Description	Quantity
22	Clearing and Grubbing	3% of total
23	Drainage Exc., Unclass.	30 Cu. Yd.
24	Emb. found Exc., Unclass.	6450 Cu.Yd.
25	Spec Bor. Exc., Loc. "A", Unclass	3960 Cu.Yd.
26	Gen Exc., Unclass	9395 Cu.Yd.
27	Short Overhaul	70 Yd. Sta.
28	Long Overhaul	None
29	Sprinkling	120 M-gals.
30	Gravel Blanket	145 Cu.Yd.
31	Rock Spalls	70 Cu.Yd.
32	Loose Riprap	150 Cu.Yd.
33	12" CMP	120 Lin.Ft.

Porter

NPWGR

18 December 1961

Mr. Forrest Cooper

It is noted that the construction plans apparently do not provide for the construction of the embankment for the ramps of the John Day West Interchange, and that the embankment section should be widened at Station 368+20 to provide for both the eastbound and westbound ramps. If this is correct, the additional material on the right side of the embankment is the responsibility of the Government and widening on the left side for the westbound ramp is the responsibility of the State. We would be pleased to have your comments on this matter.

Sincerely yours,

J. H. BEDDOW
Colonel, CE
District Engineer

RECEIVED
DEC 20 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
STATE

RECEIVED
DEC 7 1961
FOR FILING

I-80N-01
6014

December 4, 1961

The District Engineer
Corps of Engineers, U. S. Army
Building 602, Co./City Airport
Walla Walla, Washington

Attention: Mr. Curt Hansens

Dear Sir:

Re: John Day River Bridge

John Day Lock and Dam Contract DA-45-164-CIVENG-61-103, Article 3, Section b. requires your concurrence prior to award of contracts for this project.

Following is tabulation of bids received this date for John Day River Bridge:

Pacific Concrete Co., Otis P. Jordan, Jr. and C. V. Glidden, Portland, Oregon	$2,433,333.00
J. H. Conley and Hannan Bros. Co. Portland, Oregon	2,494,308.00
Peter Kiewit Sons' Company Vancouver, Washington	2,513,436.20
Ten Lillebo Construction Company Reedsport, Oregon	2,631,624.00
Morrison-Knudsen Company, Inc., Boise, Idaho	3,011,860.00
Paul Jarvis, Inc. Marysville, Washington	3,018,625.20
Hoffman Halvorsen, McLaughlin and Associates Portland 7, Oregon	3,042,737.00

December 6, 1961

The District Engineer
Attention: Mr. Curt Hansens

I propose to recommend to Highway Commission that low bid of Pacific Concrete Company, et al., in the amount of $2,433,333.00 be accepted, and the contract awarded to said bidder. May I have your concurrence in this recommendation.

I would appreciate an early reply to this as the Commission is meeting on December 8 to consider bids and award contracts.

Very truly yours,

Forrest Cooper
Acting State Highway
Engineer

CAG/ma

cc: Mr. C. A. Gardner
Construction Division

RECEIVED
[illegible] 1961
FOR FILING

[illegible] MAIL ROOM
[illegible]
[illegible] Washington

29 November 1961

Hunteg, Halvorsen, McLaughlin & Associates
7805 N. E. Halsey
Portland, Oregon

Gentlemen:

We have had inquiries from prospective bidders as to availability of John Day Lock and Dam Project lands for use as a source for concrete aggregate for the contract now being advertised by the State for construction of the highway bridge at the mouth of the John Day River. It has occurred to us that you too, as a prospective bidder on the bridge contract, might desire information on such availability, especially considering that you are already taking material from a Government-owned source for the Government north shore contract for the dam.

For this bridge contract, no John Day Lock and Dam Project Lands are to be made available for aggregate source under the contract. The successful bidder may make application to this office to use land for this purpose; however, such use would be subject to determinations or approvals as follows:

a. That the source be available for use as concerns the construction, operation and maintenance of the Project.

b. That fair market value be charged for the taking of materials.

c. That if the charge were over $1000.00, approvals, through channels, would be required of the Committees on Government Operations of the Senate and the House.

Sincerely yours,

J. H. [illegible]
Colonel, Corps of Engineers
District Engineer

Copy furnished:
State Highway Dept. of Oregon

RECEIVED
DEC 5 1961
OREGON
STATE HIGHWAY COMMISSION

Ore. State Highway Dept.

RECEIVED
1961
FOR FILING
RIVER
John Day

29 November 1961

Hunteg, Halvorson, McLaughlin & Associates
7805 N. E. Halsey
Portland, Oregon

Gentlemen:

We have had inquiries from prospective bidders as to availability of John Day Lock and Dam Project lands for use as a source for concrete aggregate for the contract now being advertised by the State for construction of the highway bridge at the mouth of the John Day River. It has occurred to us that you too, as a prospective bidder on the bridge contract, might desire information on such availability, especially considering that you are already taking material from a Government-owned source for the Government north shore contract for the dam.

For this bridge contract, no John Day Lock and Dam Project lands are to be made available for aggregate source under the contract. The successful bidder may make application to this office to use land for this purpose; however, such use would be subject to determinations or approvals as follows:

a. That the source be available for use as concerns the construction, operation and maintenance of the Project.

b. That fair market value be charged for the taking of materials.

c. That if the charge were over $1000.00, approvals, through channels, would be required of the Committees on Government Operations of the Senate and the House.

Sincerely yours,

J. H. [illegible]
Colonel, Corps of Engineers
District Engineer

Copy furnished:
State Highway Dept. of Oregon

RECEIVED
DEC 5 1961
OREGON
STATE HIGHWAY COMMISSION

Ore. State Highway Dept.

RECEIVED
NOV 30 1961
FOR FILING
ADDRESS REPLY TO
THE DISTRICT ENGINEER
NOT TO INDIVIDUALS
I-2-N
NPWGR

U.S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON

24 November 1961

Mr. W. C. Williams, State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Williams:

Reference is made to my letter of 3 November 1961 which referred to Article 1.9.5 of the proposed specifications for the John Day River Highway Bridge being constructed by your Department as part of the John Day Lock and Dam Project. Further investigation has indicated that this provision "Force Account Work", may be included in contracts administered by the Oregon State Highway Department. Mr. Oldfield of this office has discussed this matter with Mr. George Rohde on 21 November 1961.

It has also come to our attention that a well exists on the east side of the John Day River in a location which will be covered by the embankment supporting the east end of this bridge. The exact location of the well is not available but the approximate location is at Lambert Coordinates N753,150, E1,963,625. We are advised that the Oregon State Engineer will require plugging of this well and it is requested that your Department determine the requirements for such work and include it in the contract for the construction of the John Day River Highway Bridge.

Sincerely yours,

J. H. BEDDOW
Colonel, CE
District Engineer

Copy furnished:
William B. Culham
State Sanitarian
Pendleton, Oregon

RECEIVED
NOV 29 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
1961
STATE HIGHWAY ENGINEER

RECEIVED
... 1961
FOR FILES
Adm
U.S Tout
NPWCR
Nav Nafet
Gen Eng

3 November 1961

UNDER SEPARATE COVER COPY

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Williams:

Reference is made to the relocation of that portion of U. S. Highway 30 necessitated by the construction of John Day Lock and Dam.

We are transmitting, under separate cover, the vicinity map, plan and profile drawings, and typical sections of the grading portion of the John Day River Bridge contract. Plates 6 through 23 were hand carried to your office on 1 November 1961 along with one set of marked specifications outlining our requested changes.

Your attention is specifically invited to Article 1.9.5 of the specifications titled "Force Account Work." Federal statutes prohibit Department of Defense installations from participating in any contractual obligations that include force account provisions. This matter was discussed by Mr. Oldfield and Mr. Rohdenn on 1 November 1961.

Sincerely yours,

1 Incl (under sep cover)
Plates 1-5 & 3A

J. H. BEDDOW
Colonel, Corps of Engineers
District Engineer

Oldfield

RECEIVED
... 1961
STATE HIGHWAY ENGINEER

RECEIVED
NOV 21 1961
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon

November 17, 1961

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

Attention: Mr. Tom Edwards

C. C. Polk, Division Engineer
08-35.6 Salem, Oregon

Oregon Project I-80N-4(5)112
Proposed Embankment
John Day River Bridge Section

It is noted that the design plans for the approach fills to the John Day River bridge imply that the material will consist of rock because of the indicated swell factors and the cross hatched area at the east approach fill labeled "rock embankment". We are particularly concerned with the possibility offuture settlement under the bridge approach bents, the spread footings for which will be placed in the proposed embankment. Mr. Schwiesow has discussed this matter with your Mr. Young, suggesting that the west approach fill also be labeled "rock embankment". On this date Mr. Young advised us that this notation is unnecessary because the proposed excavation to make this embankment is definitely rock material.

Although there may be successful examples of the subject type of construction elsewhere in the State, the vital structural importance of a well compacted embankment for these approaches warrants the consideration of providing for or specifying rolling equipment, as a precautionary measure. In the event that the source of rock for either of these two approach embankments is exhausted or found not adequate during construction, supplemental compaction beyond that provided by hauling equipment would be indicated.

Orig to: Edwards

RECEIVED
MAY 15 1961

UNITED STATES GOVERNMENT

Memorandum

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
408 State Highway Building
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: May 12, 1961

FROM : C. G. Polk, Division Engineer
08-35.4-DA Salem, Oregon

SUBJECT: Oregon Project I-80N-4(--)108
John Day River Bridge Section
Columbia River Highway

Reference is made to your letter of May 3, 1961, in reply to our letter of inquiry, dated April 3, 1961, concerning a proposed borrow area shown on plans prepared by the Corps of Engineers. In view of the Corps' explanation, letter dated April 21, 1961, no further action is indicated.

NOTED

RECEIVED
MAY 15 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 4 1961
COMMISSIONERS
FOR FILING
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM
I-80N-3(26)112
6014

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

May 3, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Under date of April 3d you asked us for justification of the Corps of Engineers' plan at the John Day River Bridge.

We attach copies of our correspondence to the Corps and their reply. Please advise if anything further is necessary.

Very truly yours,

W. C. Williams
State Highway Engineer

By ORIGINAL SIGNED BY
TOM EDWARDS
Tom Edwards
Construction Engineer

TE:jw

Attach.

cc Forrest Cooper

RECEIVED
MAY 3 1961
OFFICE OF
STATE HIGHWAY ENGINEER

NPWGR

21 April 1961

Mr. Tom Edwards
Construction Engineer
Oregon State Highway Department
Salem, Oregon

CONSTRUCTION DIVISION
RECEIVED
APR 24 1961
NOTED
NPE NPL ACE CDE

Dear Mr. Edwards:

Your letter of 10 April 1961 forwarded a letter from the Bureau of Public Roads to you concerning the abutment fills for the John Day River Bridge. You were also advised at our meeting of 12 April 1961 that we would recommend a change in the design of the earthwork at the east end of this structure, but not for the same reason as presented by the Bureau. Details of the revisions which we propose will be the subject of a separate letter.

Concerning the general practice of interchange of material between the railroad and the highway, it is the policy of this office to design the highway and railroad for the lowest possible combined cost without regard to the fact that at various points one or the other may not be on the most economical alignment in that particular area. Such instances are considered to be self-equalizing by situations that will alternately be to the benefit of the highway and railroad.

In the instant case it is the responsibility of this office to provide for a 2-lane road on the east abutment. If the design of the railroad and highway indicates that the fills can most economically be constructed from materials excavated from the railroad alignment the appropriate cost accounting to both railroad and highway charges will be performed in this office. The Highway Department will be advised that funds in a definite amount are available for the construction. This practice will be followed on all construction operations which your office performs for us, and the Bureau of Public Roads and your department may be assured that funds intended for highway construction purposes will not be diverted to accomplish the relocation of the Union Pacific Railroad.

Sincerely yours,

E. C. FRANZEN
Chief, Engineering Division

RECEIVED
APR 13 1961
COMMISSIONERS

FORREST COOPER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

April 10, 1961

District Engineer
Corps of Engineers
Building 602, City-County Airport
Walla Walla, Washington

Attention Mr. A. W. Welch
Chief, Relocation Branch

Dear Sir:

The sections which you forwarded to Mr. J. S. Sawyer under date of March 28, 1961 have been inspected in the field by Mr. Sawyer and Mr. Morelock.

On August 10, 1956 at the first meeting concerning the Rufus-Arlington relocation, you were furnished a typical section. After much negotiation, this was revised by letter under date of October 14, 1958.

We find no attempt has been made on the cross-sections supplied to us to comply with the agreed cross-section as established under date of October 14, 1958. The sections are being returned to you this date under separate cover. When they are brought into compliance with the revised cross-section, we will again examine them in the field for tentative approval.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Tom Edwards
Construction Engineer

TE:jw

cc Forrest Cooper
J. S. Sawyer

C. G. Polk

NOTED
FORREST COOPER

RECEIVED
APR 10 1961
OFFICE OF
STATE HIGHWAY ENGINEER

NPWGR

28 March 1961

Mr. J. S. Sawyer, Resident Engineer
Oregon State Highway Department
Post Office Box 420
The Dalles, Oregon

Dear Mr. Sawyer:

Reference is made to that portion of U. S. Highway 30 requiring relocation due to the construction of the John Day Lock and Dam.

At the request of Mr. Tom Edwards, Construction Engineer, Oregon State Highway Department, we are transmitting, under separate cover, two (2) copies each of the relocated highway, railroad and Quinton connection cross sections from Highway Stationing 620 to 877+86. These sections were requested to enable you to determine what reaches require special protection.

It is requested that one set be marked to show where the special protection is required and returned to this office, via Mr. Edwards, at your earliest possible convenience.

Sincerely yours,

Incls (Under sep cover)
as

A. W. WELCH
Chief, Relocation Branch

RECEIVED
APR 10 1961
FOR FILING
I-80N-3(01, 111)
EXIT 14

April 10, 1961

The District Engineer
Corps of Engineers
Building 602 City-County Airport
Walla Walla, Washington

Dear Sir:

Enclosed is a copy of a letter received from the Bureau of Public Roads in regard to the preliminary plans for the John Day River Bridge Section.

This is in line with the Bureau's policy that borrow sources may be proposed but not specified in that suitable material might be provided by the contractor from some other source at a saving to the contracting authority.

Inasmuch as these plans have been prepared as submitted by your office, we refer this matter to you for the necessary justification.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

cc Mr. C. G. Polk
Mr. W. C. Williams
Mr. Tom Edwards

ADO:jk fn

FORM GS-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
408 State Highway Building
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: April 3, 1961

FROM : C. G. Polk, Division Engineer
08-35.4-DA Salem, Oregon

SUBJECT: Oregon Project I-80N-4(--)108
John Day River Bridge Section
Columbia River Highway

Reference is made to the preliminary plans furnished for subject project.

A borrow area is shown Station 3970 to Station 3980, approximately. It lies along the proposed relocation of the Union Pacific Railroad and the materials involved could include a considerable amount of solid rock.

In the interests of conserving highway funds for highway purposes, we feel that a full justification of such procedure should be furnished.

RECEIVED
APR 4 1961
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-122-X 75M 1-60

RECEIVED

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

E-20N-3(46)11.2

6014

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

December 14, 1960

NOTED
W. C. WILLIAMS

District Engineer
Corps of Engineers
Building 602, City-County Airport
Walla Walla, Washington

John Day River Bridge
Columbia River Highway

Dear Sir:

Herewith two sets of preliminary plans on the John Day River Section as prepared in our Design Office.

It is my understanding that Mr. Merchant has previously submitted to you preliminary bridge details.

Please note that in addition to the indicated grading which appears necessary for the construction of the structure, a ramp 16 feet in width for use by the contractor's equipment has been added. This is deemed necessary for steel erection and it is proposed to specify materials satisfactory for embankment construction.

Very truly yours,

W. C. Williams
State Highway Engineer

By
ORIGINAL SIGNED BY
TOM EDWARDS

Tom Edwards
Construction Engineer

Enclosure

cc W. C. Williams

JEM:jk:fp

RECEIVED

102-1056 Read Cr.-Wren Sec., Kings Valley Hwy. 1962

#6015

RECEIVED
JUL 30 1962
FOR FILING

6015

July 30, 1962

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

Your company appears as surety on the performance bond furnished with our contract #6015, awarded to Morse Bros., for paving the Read Creek-Wren Section of Kings Valley Secondary Highway in Benton County.

This contract was completed on June 13 1962, and was accepted by the Highway Commission on June 29, 1962 Final payment in the amount of $780.35 will be released to the contractor on or after August 6, 1962. The total contract amount is $26,420.53, of which amount $409.00 represents force account items.

No claims for labor or materials have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Morse Bros.,
P. O. Box 266
Lebanon
Oregon

RECEIVED
JUL 5 1962
FOR FILING

6615

July 5, 1962

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

Your company appears as surety on the performance bond furnished with our contract #6015, awarded to Morse Bros., for paving the Read Creek-Wren Section of the Kings Valley Secondary Highway in Benton County.

Semi-final payment in the amount of $2,428.60 will be released to the contractor on or after July 12, 1962. The retained percentage is $780.35.

No claims for labor or materials have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: Morse Bros.,
P. O. Box 266
Lebanon
Oregon

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 23, 19 62

Section Read Creek-Wren

Highway Kings Valley County Benton

Contractor Morse Bros

Date of contract Jan 19, 19 62

Date work started May 22, 19 62

Project authorization . . . . . $ 35,321.06

Exclusive of engineering . . . . $ 32,809.34

Engineering authorization . . . . $ 2,511.72

Engineering cost to date $ 2200, 88 %

Kind of work Paving

Section prefix 102-1056

Contract number 6015

Specified work days 50

Work days used 27

Per cent of time elapsed 54 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 26,500

Estimated per cent overrun or underrun . . . . . 19 %

Per cent of contract completed, based on estimated cost . . . . . 100 %

Date project was completed June 13, 19 62

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
				100	100	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Semi-final estimate submitted to Salem Friday.

Project completed.

FINAL REPORT

CONSTRUCTION DIVISION
RECEIVED
JUN 25 1962

NOTED
FINAL ENTRIES

Noted
M. N. Jr.c

Signed

Address 3400 Spicer Road, Albany

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		2.06			2.06
Miles partially completed		~~2X06~~			~~2X06~~
Miles completed		2.06			2.06
Total estimated quantities (contract)		1250			3850
Total quantities corrected to date		752			3490
Estimated quantities moved or placed to date		752			3490
Average daily quantities		200			700
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					
Men					
Supervision					
Men and trucks under 3 tons					
Men and trucks over 3 tons					
Men and tractors					

Equipment used during week: Shovels ....., Power graders ....., Rollers ...., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Compaction rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	fair		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

RECEIVED
FEB 15 1962
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

February 15, 1962

6015

Morse Bros.,
P. O. Box 266
Lebanon
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #6015, awarded January 19, 1962, for paving the Read Creek-Wren Section of the Kings Valley Secdy. Highway in Benton County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
FEB 15 1962
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

6015

February 15, 1962

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

Enclosed is a copy of a contract awarded by the State Highway Commission, the details of which are given below.

We are sending you this copy for your files as you appear as surety on the performance bond furnished by the contractor.

Contract #6015, awarded January 19, 1962, to Morse Bros., for paving the Read Creek-Wren Section of the Kings Valley Secondary Highway in Benton County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
JAN 26 1962
FOR FILING

M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

6015

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

January 25, 1962

Morse Bros.,
P. O. Box 266
Lebanon
Oregon

Gentlemen:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission, as follows:

> Contract #6015, awarded January 19, 1962, for paving the Read Creek-Wren Section of the Kings Valley Secondary Highway in Benton County.

Please execute two of these copies as to contract and bond, and return both copies to this office for execution by the Highway Commission. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT SO IT WILL NOT BE NECESSARY TO RETURN THE FORMS TO YOU FOR CORRECTION.

The third copy of the contract, on the cover of which is stamped "ADVANCE COPY to be Retained by Contractor," is furnished for your information pending receipt of a copy containing the signatures of the State Highway Commission.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

PS: Just a reminder to have your signatures read the same as your names are given on the Contract and Bond pages. Thank you.

dc

RECEIVED
JAN 22 1962
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WARREN
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

6215 —

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER

G. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

January 19, 1962

Horne Bros.
.. Grant Street
Lebanon, Oregon

Gentlemen:

The State Highway Commission on January 19, 1962 awarded to you State Highway Contract No. 6215 for the following project:

Paving the Read Creek-Gren section of the Kings Valley Highway in Benton County.

This award was based on your bid of $30,702.50 which was the low bid submitted to the Commission on January 19, 1962 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

hl

cc: Frank Morgan
L. H. Young
R. J. Savage

4-8316 Jewell Rock Prod. Proj., Nehalem & Fishawk Falls Hwys. 1962

#6016

RECEIVED
JUN 11 1962
FOR FILING

6016

June 8, 1962

American Insurance Co.,
McLaughlin Bldg.,
1220 SW Columbia
Portland 1, Oregon

Gentlemen:

Your company appears as surety on the performance bond furnished with our contract #6016, awarded to Vanaken Sand & Gravel Co., for the Jewell Rock Production Project on the Nehalem and Fishhawk Falls Secondary Highways in Clatsop County.

This contract was completed on April 30, 1962, and was accepted by the Highway Commission on May 25, 1962. Final payment in the amount of $1,370.60 will be released to the contractor on or after June 15, 1962. The total contract amount is $45,452.95 and no force account work was performed on the project.

No claims for labor or materials have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: American Insurance Co.,
Walta & Wieber Ins. & Real Estate
1831 Pacific Avenue
Forest Grove, Oregon

cc: Vanaken Sand & Gravel Co.,
P. O. Box 247
Forest Grove
Oregon

RECEIVED
MAY 21 1962
FOR FILING

6016

May 17, 1962

American Insurance Co.,
McLaughlin Bldg.,
1220 SW Columbia
Portland 1, Oregon

Gentlemen:

Your company appears as surety on the performance bond furnished with our contract #6016, awarded to Vanaken Sand & Gravel Co., for the Jewell Rock Production Project on the Nehalem and Fishhawk Falls Secondary Highways in Clatsop County.

Semi-final payment in the amount of $22,549.85 will be released to the contractor on or after May 25, 1962. The retained percentage is $1,363.37.

No claims for labor or materials have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: American Insurance Co.,
Walta & Wieber Ins. & Real Estate
1831 Pacific Avenue
Forest Grove, Oregon

cc: Vanaken Sand & Gravel Co.,
P. O. Box 247
Forest Grove
Oregon

Form E-1—(Rev.)-

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 4, 19 62

Section Jewell

Kind of work Rock Production

Highway Nehalem & Fishhawk Falls County Clatsop

Section prefix 4-8316

Contractor Vanaken Sand & Gravel Co.

Contract number 6016

Date of contract January 19, 19 62

Specified work days 70

Date work started February 5, 19 62

Work days used 30

Project authorization $47,508.75

Exclusive of engineering $44,130.35

Per cent of time elapsed 43 %

Estimated cost of completed project, exclusive of engineering $46,008.75

Estimated per cent overrun ~~or underrun~~ . . . . . 1 %

Per cent of contract completed, based on estimated cost . . . . . 100 %

Engineering authorization $3,378.40

Engineering cost to date $1,240.00, 37 %

Date project was completed April 30, 19 62

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
						100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Contract completed April 30th. Semi-final estimate completed and submitted today.

FINAL REPORT

NOTED

CONSTRUCTION DIVISION
RECEIVED
MAY 7 1962

Signed E. J. Hall Resident Engineer

Address Box 543 Astoria

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)			15,000 C.Y.		
Total quantities corrected to date			16,533.78 C.Y.		
Estimated quantities moved or placed to date			16,533.78 C.Y.		
Average daily quantities			600 C.Y.		
Average daily quantities necessary to complete project on time					
Number shifts per day			1		
Hours per shift			9		
Average force on project for week			4		

Men 2

Supervision 1

Men and trucks under 3 tons

Men and trucks over 3 tons 1

Men and tractors

Equipment used during week: Shovels 1, Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants 1

Compressors ....., Bulldozers 1, Compaction rollers ....., Dump Trucks 1 . . . ., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Rain		
Tuesday	Showers		
Wednesday	Showers		
Thursday	Overcast		
Friday	Clear		
Saturday			

RECEIVED
FEB 15 1962
FOR FILING

COMMISSIONERS:
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

6016

February 15, 1962

Vanaken Sand & Gravel Co.,
P. O. Box 247
Forest Grove
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #6016, awarded January 19, 1962, for the Jewell Rock Production Project on the Nehalem & Fishhawk Falls Highways in Clatsop County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
FEB 15 1962
WORK EQUIP.

FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

6016

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

February 15, 1962

American Insurance Co.,
McLaughlin Bldg.,
1220 SW Columbia
Portland 1, Oregon

Gentlemen:

Enclosed is a copy of a contract awarded by the State Highway Commission, the details of which are given below.

We are sending you this copy for your files as you appear as surety on the performance bond furnished by the contractor.

Contract #6016, awarded January 19, 1962, to Vanaken Sand & Gravel Co., for the Jewell Rock Production Project on the Nehalem & Fishhawk Falls Highways in Clatsop County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

cc: American Insurance Co.,
Waltz & Wieber Ins. & Real Est.,
1831 Pacific Ave.,
Forest Grove, Oregon

RECEIVED
JAN 26 1962

COMMISSIONERS
[illegible], CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

6016

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER

FORREST COOPER
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

January 25, 1962

Vanaken Sand & Gravel Co.,
P. O. Box 247
Forest Grove
Oregon

Gentlemen:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission, as follows:

Contract #6016, awarded January 19, 1962, for the Jewell Rock Production Project on the Nehalem and Fishhawk Falls Highways in Clatsop County.

Please execute two of these copies as to contract and bond, and return both copies to this office for execution by the Highway Commission. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT SO IT WILL NOT BE NECESSARY TO RETURN THE FORMS TO YOU FOR CORRECTION.

The third copy of the contract, on the cover of which is stamped "ADVANCE COPY to be Retained by Contractor," is furnished for your information pending receipt of a copy containing the signatures of the State Highway Commission.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

PS: Just a reminder to have your signatures read the same as your names are given on the Contract and Bond pages. Thank you.

dc

RECEIVED
JAN 22 1962
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

January 19, 1962

6016

Vanaken Sand & Gravel
P. O. Box 247
Forest Grove, Oregon

Gentlemen:

The State Highway Commission on January 19, 1962 awarded to you State Highway Contract No. 6016 for the following project:

Jewell Rock Production Project on the Nehalem and Fishhawk Falls Highway in the vicinity of Jewell in Clatsop County.

This award was based on your bid of $41,250.00 which was the low bid submitted to the Commission on January 17, 1962 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

hl

cc: Frank Morgan
L. H. Young
R. G. Savage

13-8315 Crane-Malheur Co. Line Sec., 1962
Crane-Scotts Butte Hwy.
#6017

RECEIVED
JUL 3 1962
FOR FILING

13 CIC
6017

July 3, 1962

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

Your company appears as surety on the performance bond furnished with our contract #6017, awarded to Arthur Simonsen & Co., for the Crane-Malheur County Line Rock Production Project on the Crane-Scotts Butte Secondary Highway in Harney County.

This contract was completed on May 10, 1962, and was accepted by the Highway Commission on May 25, 1962. Final payment in the amount of $5,337.95 will be released to the contractor on or after July 11, 1962. The total contract amount is $31,768.35 and no force account work was performed on the project.

No claims for labor or materials have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: Arthur Simonsen & Co.,
2755 8th Street
Baker
Oregon

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 1, 19 62

Section Crane-Malheur County Line
Highway Crane-Scotts/Butte County Harney
Contractor Arthur Simonsen & Co.
Date of contract January 19, 19 62
Date work started February 26, 19 62
Project authorization $34,992.00
Exclusive of engineering $32,503.68

Kind of work Rock Production
Section prefix 13-8315
Contract number 6017
Specified work days 70
Work days used 42
Per cent of time elapsed 60 %

Estimated cost of completed project, exclusive of engineering $31,768.35
Estimated per cent [redacted] underrun . . . . . 2 %
Per cent of contract completed, based on estimated cost . . . . . 100 %
Engineering authorization $2,488.32
Engineering cost to date $2,182.02, 88 %
Date project was completed May 10, 19 62

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
						100%

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Semi-Final estimate submitted to Division Office on Tuesday, May 29, 1962.

Final Report.

NOTED

Noted
M. N. J.-B

Signed E. C. Johnson

Address 252 South Date Avenue, Burns, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			32.65		
Miles partially completed					
Miles completed			32.65		
Total estimated quantities (contract)			10,800		
Total quantities corrected to date			11,085.26		
Estimated quantities moved or placed to date			11,085.26		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					
Men					
Supervision					
Men and trucks under 3 tons					
Men and trucks over 3 tons					
Men and tractors					

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Compaction rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Cloudy		Project Completed
Tuesday	Fair		
Wednesday	Cloudy		
Thursday	Fair		
Friday	Fair		
Saturday			

RECEIVED
FEB 15 1962

FORM E-128

FOR FILING

COMMISSIONERS

M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

13-1211

6017

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER

FORREST COOPER
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

February 15, 1962

Arthur Simonsen & Co.,
2755 8th Street
Baker
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #6017, awarded January 19, 1962, for the Crane-Malheur County Line Rock Production Project on the Crane-Scotts Butte Secondary Highway in Harney County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
FEB 15 1962
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

February 15, 1962

United Pacific Insurance Co.,
Portland Service Office
627 Board of Trade Bldg.,
Portland 4, Oregon

Gentlemen:

Enclosed is a copy of a contract awarded by the State Highway Commission, the details of which are given below.

We are sending you this copy for your files as you appear as surety on the performance bond furnished by the contractor.

Contract #6017, awarded January 19, 1962, to Arthur Simonsen & Co., for the Crane-Malheur County Line Rock Production Project on the Crane-Scotts Butte Secondary Highway in Harney County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

cc: United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

RECEIVED
JAN 26 1962
FOR FILING

COMMISSIONERS
R. W. MOIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

6017

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

January 25, 1962

Arthur Simonsen & Co.,
2755 8th Street
Baker
Oregon

Gentlemen:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission, as follows:

Contract #6017, awarded January 19, 1962, for the Crane-Malheur County Line Rock Production Project on the Crane-Scotts Butte Secondary Highway in Harney County.

Please execute two of these copies as to contract and bond, and return both copies to this office for execution by the Highway Commission. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT SO IT WILL NOT BE NECESSARY TO RETURN THE FORMS TO YOU FOR CORRECTION.

The third copy of the contract, on the cover of which is stamped "ADVANCE COPY to be Retained by Contractor," is furnished for your information pending receipt of a copy containing the signatures of the State Highway Commission.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

PS: Just a reminder to have your signatures read the same as your names are given on the Contract and Bond pages. Thank you.

dc

RECEIVED
JAN 22 1962

FORM S-130

FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

6017

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER

S. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

January 19, 1962

Arthur Simonsen & Co.
1005 N. Third Street
Baker, Oregon

Gentlemen:

The State Highway Commission on January 19, 1962 awarded to you State Highway Contract No. 6017 for the following project:

Crushed materials in stockpiles on the Crane-Malheur County line section of the Crane-Scotts Butte Highway in Harney County.

This award was based on your bid of $ 1,104.00 which was the low bid submitted to the Commission on January 17, 1962 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

hl

cc: Frank Morgan
L. H. Young
R. G. Savage

13-8316 Burns Rock Prod. Proj., Central 1962
Oregon & Burns-Crane Hwys.
#6018

RECEIVED
JUL 31 1962
FOR FILING

6018

July 31, 1962

American Surety Co.,
600 Yeon Bldg.,
Portland 4
Oregon

Gentlemen:

Your company appears as surety on the performance bond furnished with our contract #6 18, awarded to Harney Homes, Inc , for the Burns Rock Production Project on the Central Oregon and Burns-Crane Highways in Harney County.

This contract was completed on June 21, 1962, and was accepted by the Highway Commission on June 29, 1962. Final Payment in the amount of $576.05 will be released to the contractor on or after August 7, 1962. The total contract amount is $19 201.74 and no force account work was performed on the project.

No claims for labor or materials have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Harney Homes, Inc.,
60 East Monroe Street
Burns
Oregon

RECEIVED
JUL 11 1962
FOR FILING

6018

July 11, 1962

American Surety Co.,
600 Yeon Bldg.,
Portland 4
Oregon

Gentlemen:

Your company appears as surety on the performance bond furnished with our contract #6018, awarded to Harney Homes, Inc., for the Burns Rock Production Project on the Central Oregon and Burns-Crane Highways in Harney County.

Semi-final payment in the amount of $8,140.69 will be released to the contractor on or after July 18, 1962. The retained percentage is $576.05.

No claims for labor or materials have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Harney Homes, Inc.,
60 East Monroe Street
Burns
Oregon

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 29, 1962

Section Burns

Highway Central Ore. &/ Burns-Crane County Harney

Contractor Harney Homes, Inc.

Date of contract January 19, 19 62

Date work started March 12, 19 62

Project authorization . . . . . $ 20,970.00
Exclusive of engineering . . . . $ 19,478.80

Kind of work Rock Production

Section prefix 13-8316

Contract number 6018

Specified work days 55

Work days used 55

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 19,201.74

Estimated per cent overrun or ~~underrun~~ . . . . . 3 %

Per cent of contract completed, based on estimated cost . . . . . 100 %

Engineering authorization . . . . $ 1,491.20

Engineering cost to date $ 1,461.54, 98 %

Date project was completed June 21, 19 62

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
						8,241.09 c.y.

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Semi-final Estimate submitted on Tuesday of this week.

Final Report.

NOTED
R. L. PORTER

NOTED

CONSTRUCTION DIVISION
RECEIVED
JUL 2 1962

Signed L. C. Johnson

Address 252 South Date Avenue, Burns, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			6.15		
Miles partially completed					
Miles completed			6.15		
Total estimated quantities (contract)			8,000		
Total quantities corrected to date			8,241.09		
Estimated quantities moved or placed to date			8,241.09		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day			0		
Hours per shift			0		
Average force on project for week			0		
Men					
Supervision					
Men and trucks under 3 tons					
Men and trucks over 3 tons					
Men and tractors					

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Compaction rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	Fair		
Saturday			

RECEIVED
FEB 15 1962
FOR FILING

M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

6018

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

February 15, 1962

Harney Homes, Inc.,
60 E. Monroe Street
Burns
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #6018, awarded January 19, 1962, for the Burns Rock Production Project on the Central Oregon and Burns-Crane Highways in Harney County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
JAN 26 1962

FOR FILING

M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

6018

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

January 25, 1962

Harney Homes, Inc.,
60 E. Monroe Street
Burns
Oregon

Gentlemen:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission, as follows:

Contract #6018, awarded January 19, 1962 for the Burns Rock Production Project on the Central Oregon and Burns-Crane Highways in Harney County.

Please execute two of these copies as to contract and bond, and return both copies to this office for execution by the Highway Commission. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT SO IT WILL NOT BE NECESSARY TO RETURN THE FORMS TO YOU FOR CORRECTION.

The third copy of the contract, on the cover of which is stamped "ADVANCE COPY to be Retained by Contractor," is furnished for your information pending receipt of a copy containing the signatures of the State Highway Commission.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
JAN 22 1962
FOR FILING

M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

January 19, 1962

6018

Harney Homes, Inc.
60 E. Monroe
Burns, Oregon

Gentlemen:

The State Highway Commission on ~~January 19, 1962~~ awarded to you State Highway Contract No. 6018 for the following project:

Crushed materials in stockpiles on the Burns Rock Production Project on the Central Oregon and Burns-Crane Highways in Harney County.

This award was based on your bid of ~~$18,640.00~~ which was the low bid submitted to the Commission on ~~January 17, 1962~~ for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

hl

cc: Frank Morgan
L. H. Young
R. G. Savage

13-8317 Suntex Rock Prod. Proj., Cen-- 1962
#6019 tral Oregon & Lakeview-Burns Hwys.

RECEIVED
JUN 26 1962
FOR FILING

13 307
6019

June 26, 1962

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

Your company appears as surety on the performance bond furnished with our contract #6019, awarded to Arthur Simonsen & Co., for the Suntex Rock Production Project on the Central Oregon and Lakeview-Burns Highways in Harney County.

This contract was completed on May 3, 1962, but has not as yet been accepted by the Commission. Final payment in the amount of $1,057.58 will be released to the contractor after acceptance by the Commission. The total contract amount is $34,227.50 and no force account work was performed on the project.

No claims for labor or materials have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Arthur Simonsen & Co.,
2755 8th Street
Baker
Oregon

RECEIVED
JUN 11 1962
FOR FILING
13.43.11
6019

June 11, 1962

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

Your company appears as surety on the performance bond furnished with our contract #6019, awarded to Arthur Simonsen & Co., for the Sunter Rock Production Project on the Central Oregon and Lakeview - Burns Highways in Harney County.

Semi-final payment in the amount of $2,032.92 will be released to the contractor on or after June 18, 1962. The retained percentage is $1,025.87.

No claims for labor or materials have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Arthur Simonsen & Co.,
2755 8th Street
Baker
Oregon

63 8317

Form E-1—(Rev.)-

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 25, 1962

Section Suntex
Highway Central Oregon & Lakeview - Burns County Harney
Contractor Arthur Simonsen & Co.
Date of contract January 19, 1962
Date work started March 5, 1962
Project authorization . . . . . $ 36,675.00
Exclusive of engineering . . . . $ 34,067.00
Engineering authorization . . . . $ 2,608.00
Engineering cost to date $ 2,400.00, 92 %

Kind of work Rock Production
Section prefix 13-8317
Contract number 6019
Specified work days 45
Work days used 27
Per cent of time elapsed 60 %
Date project was completed May 3, 1962

Estimated cost of completed project, exclusive of engineering . . . . . $ 34,195.79
Estimated per cent overrun or [redacted] . . . . . 1.15 %
Per cent of contract completed, based on estimated cost . . . . . 100 %

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
						100%

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

This project has been completed.

Semi-final Estimate is being submitted on this date.

CONSTRUCTION DIVISION
RECEIVED
MAY 28 1962
NOTED

Noted
M. H. [illegible]

NOTED

N
R.L.P.

Signed R. M. Hutchins

Address P. O. Box 948 Lakeview, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)			15,000 CY		
Total quantities corrected to date			15,979.34 CY		
Estimated quantities moved or placed to date			15,979.34 CY		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Compaction rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	Showers		
Wednesday	Rain		
Thursday	Cloudy		
Friday	Rain		
Saturday			

RECEIVED
FEB 15 1962

FOR FILING

M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. E. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

6019

February 15, 1962

Arthur Simonsen & Co.,
2755 8th Street
Baker
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #6019, awarded January 19, 1962, for the Suntex Rock Production Project on the Central Oregon and Lakeview-Burns Highways in Harney County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
1962
FOR FILING
6019

February 1, 1962

Arthur Simonsen & Co.,
2755 8th Street
Baker
Oregon

Gentlemen:

We received the two executed copies of contract #6017 awarded to you January 19, 1962, for the Crane-Malheur County Line Rock Production Project on the Crane-Scotts Butte Highway in Harney County, also the two executed copies of contract #6019 awarded to you January 19, 1962, for the Suntex Rock Production Project on the Central Oregon and Lakeview-Burns Highways in Harney County.

These four copies need a witness signature on the Contract page (7) where they are checked in red, as well as the signature of the third partner in your firm, Roger Simonsen, on both the Contract (7) and Bond (9) pages.

After you have taken care of this matter and returned them to this office, we will then complete their processing from here and return a fully executed copy of each contract to you for your files.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

RECEIVED
JAN 26 1962

FOR FILING

M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

6019

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

January 25, 1962

Arthur Simonsen & Co.,
2755 8th Street
Baker
Oregon

Gentlemen:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission, as follows:

Contract #6019, awarded January 19, 1962, for the Suntex Rock Production Project on the Central Oregon and Lakeview-Burns Highways in Harney County.

Please execute two of these copies as to contract and bond, and return both copies to this office for execution by the Highway Commission. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT SO IT WILL NOT BE NECESSARY TO RETURN THE FORMS TO YOU FOR CORRECTION.

The third copy of the contract, on the cover of which is stamped "ADVANCE COPY to be Retained by Contractor," is furnished for your information pending receipt of a copy containing the signatures of the State Highway Commission.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

PS: Just a reminder to have your signatures read the same as your names are given on the Contract and Bond pages. Thank you.

dc

RECEIVED
JAN 22 1962

FORM E-122

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

6019

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER

O. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

January 19, 1962

Arthur Simonsen & Co.
2005 N. Third Street
Baker, Oregon

Gentlemen:

The State Highway Commission on January 19, 1962 awarded to you State Highway Contract No. 6019 for the following project:

Crushed materials in stockpiles on the Suntex Rock Production Project on the Central-Oregon and Lakeview-Burns Highways in Harney County.

This award was based on your bid of $72,100.00 which was the low bid submitted to the Commission on January 17, 1962 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

hl

cc: Frank Morgan
L. H. Young
R. G. Savage

I-80N-2(25) Mitchell Pt.-Hood River Sec., 1962
56 Columbia River Hwy. (Grad. &
#6020 Struc.) Folder # 2

RECEIVED
JAN 14 1966
FOR FILING

I-HN-3(22)

6020

320.5

January 13, 1966

The Honorable R. A. Neilson
Mayor
City of Hood River
City Hall
Hood River, Oregon

Dear Mayor Neilson:

Reference is made to your letter of December 29 concerning the release of property by the State to the City for the road to the sewage treatment plant.

Our records show that the southerly portion of Parcel 30911 was deeded to you on January 27, 1965. We do not as yet have the recorded data from you. The northerly portion was never acquired by the State in fee simple. All we received was a construction permit from the City of Hood River and, therefore, do not have any title to transfer.

If you have any information to indicate that our records are in error, please advise.

Very truly yours,

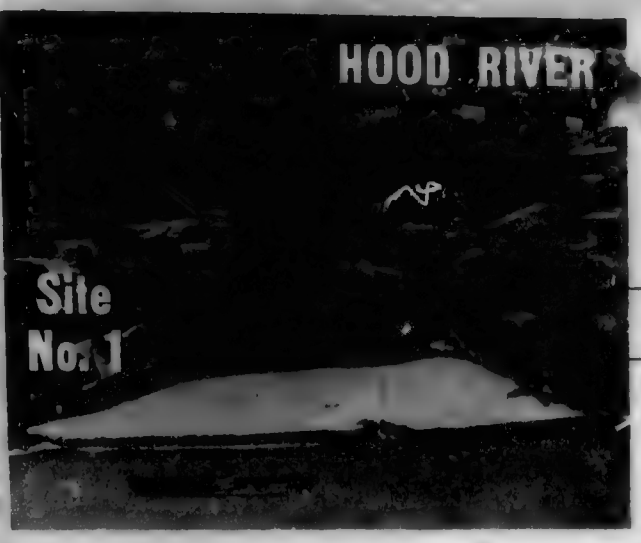
Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

FBK:arb

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. D. Morgan



2514

PORT OF HOOD RIVER COMMISSION

OWNING AND OPERATING HOOD RIVER-WHITE SALMON INTERSTATE BRIDGE
BOAT BASIN ▼ TERMINAL FACILITIES ▼ INDUSTRIAL PARK

207 Cascade Avenue • Telephone EV 6-2000
HOOD RIVER, OREGON

December 29, 1965

REFERRED TO
[illegible]
BY REALTY STATE HIGHWAY ENGINEER
Let me see Ltr
Received Jan 27, 1966
(Do not have recording data yet.)

Oregon State Highway Department
9200 SE McLoughlin Blvd.
Portland, Oregon

Attention: Forrest Cooper

Subject: Property Release - Hood River, Oregon

Gentlemen:

The enclosed prints in duplicate show the lands which were included in the Highway right-of-way at Hood River. Part of the land was released to Port and City of Hood River as noted on the drawing.

The parcel on the West end, noted as recorder #30911, and in heavier shading, is requested for release as follows:

a.) The southern portion released for public purposes to the city.
b.) The northern portion relinquished to the city in fee simple.

The adjustment is designed to permit the fullest development of the Industrial Site north of the Frontage road. The City and Port are at present, contemplating the platting of the Site for ease in making property descriptions.

It is desired to clear this matter up as early as possible.

Sincerely yours,

Dr. Stanley Wells, President

R. A. Neilson, Mayor
City of Hood River

Routing
Morgan
SW/hl Decker
Bond
Enc. Barbee
Walker
Swan

RECEIVED
JAN
OFFICE
STATE HIGHWAY ENGINEER

RECEIVED
JAN 4 1966
OREGON
STATE HIGHWAY COMMISSION

SEWAGE TREATMENT PLANT

P/L PORT of HOOD RIVER

West Line of the E ½ of Nathaniel Coe D.L.C. #37

P/L

30911

30912

S. 74°57' E.

23'

17'

E

Highway ℄ STA. 1174+00

1167+03 33 P.C.

2° C.R.
Δ: 5° 56'
T: 148.47

1179+00.00 P.T.

Apple Growers Assoc.
22·456

Property to be

" " "

Property relinqu

" released

Shaded Area
of lands from

Scale: 1" = 100'

3° C.L.
Δ: 19° 52' 15"
T: 334.54'

N. 86° 45

33

S. 69° 01' E.

E Frontage Road

℄

O.S.H.D. R/W

1183+94.20 P.C.

1190+56.56 P.T.

456

LEGEND

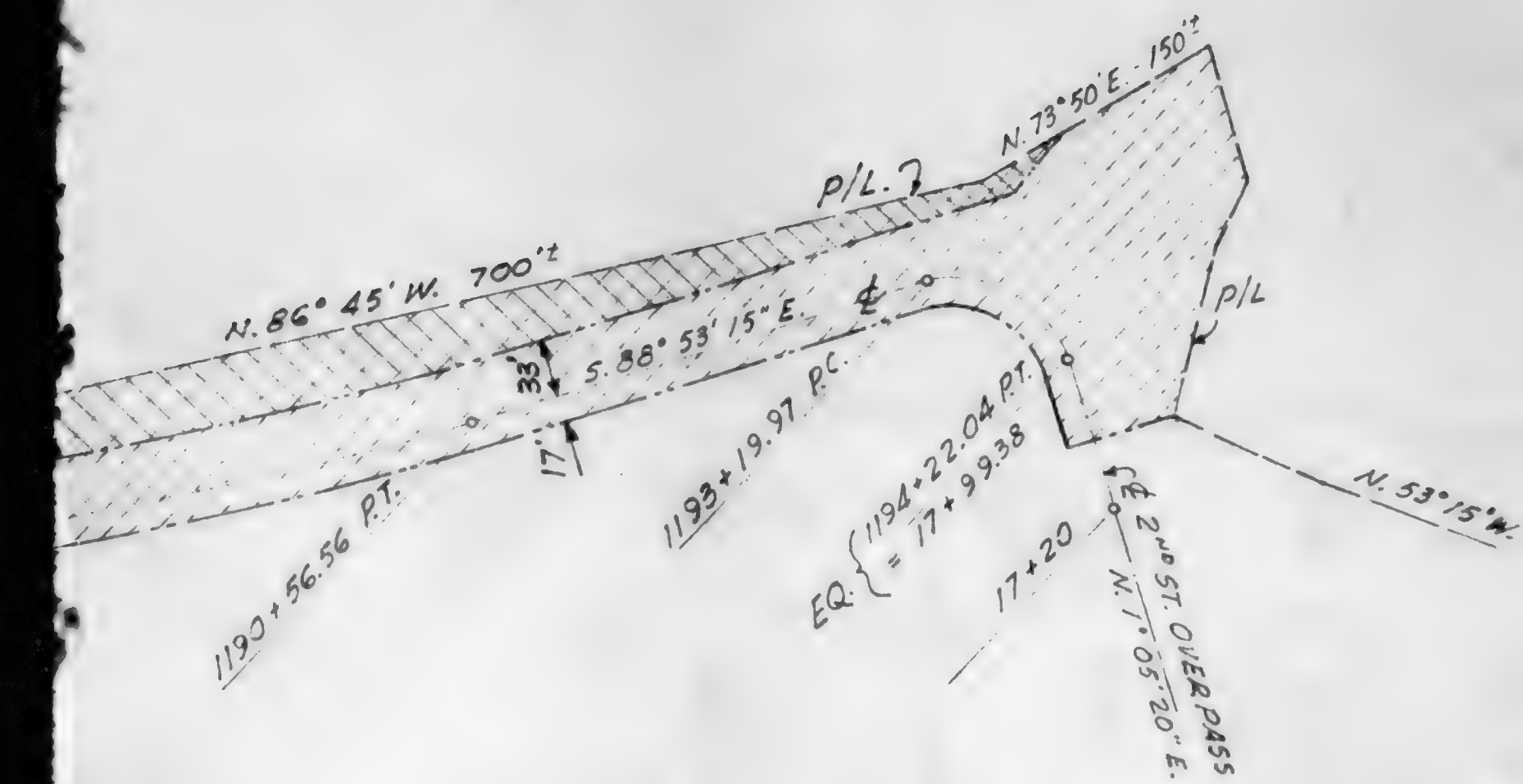
to be released by O.S.H.D to CITY in fee simple.

" " " " " " for Public Purposes.

relinquished previously by O.S.H.D. to Port of Hood River in fee simple.

eased by O.S.H.D. to City of Hood River for Public Purposes.

Area indicates Property omitted in previous transfer from O.S.H.D. to City of Hood River.



ole.

er

PORT OF HOOD RIVER
OREGON

REQUEST FOR LAND TRANSFER FROM O.S.H.D.

OCTOBER, 1965

File 299

STATE COPY

RECEIVED
AUG 20 1965

Monthly transaction number
8-114

Project report number
I-80N-2(25)56

FORM PR-2A (5-8-37) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

State: Oregon

County: Hood River

Project number: I-80N-2(25)56

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on May 10, 1962, is hereby modified as follows:

Revised estimated total cost of project $ 1,666,992.20

Revised Federal funds $ 1,523,961.26

Other revisions

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 9 day of August, 1965.

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By _____

Assistant State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

By: L. R. Backlund
L. R. Backlund
Administrative Manager

A. W. Parsons
(Division Engineer)

USCOMM-DC 8120-P63

RECEIVED
MAY 22 1962
FOR FILING

Contract 6020

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.
5467

PROJECT REPORT NO.
I-80N-2(25)56
6020

FORM R-2 (REV. 6-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

STATE: Oregon

COUNTY: Hood River

PROJECT NO.: I-80N-2(25)56

The State through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

US 30 Mitchell Point to Hood River

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	12-26-61	5.1
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 1,480,317.00	$ 1,360,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By _____

ASSISTANT State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By: C. C. Polk
(Division Engineer)

By: L. R. Backlund, Administrative Manager

Date executed by Division Engineer: May 10, 1962

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

477 Cottage Street, N.E.
Salem, Oregon

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

May 4, 1962

C. G. Polk, Division Engineer
08-35.5 Salem, Oregon

Proposed Project Agreement

Attached are two copies of a proposed project agreement and one copy of approved detail estimate for the following project:

I-80N-2(25)56 US 30 Mitchell Point to Hood River

If the project agreement is satisfactory, it should be signed and returned to this office.

Attachment

Young

REFERRED .....
TO Nash .....
FOR .....
.....
ACTION TAKEN .....
.....

L. H. YOUNG

May 7, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by a Highway official, for the Mitchell Point-Wood River Section, Project No. I-80N-2(25)26.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RHC:bb

April 19, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Mitchell Point-Hood River Section, Project No. I-80N-2(25)56.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:mmb

Oregon State Highway Department

Federal Aid
Project No. I-80N-2(25)56

MITCHELL POINT-HOOD RIVER SECTION OF THE

COLUMBIA RIVER HIGHWAY IN HOOD RIVER COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 19, 1962

Type Code 0010
Roadway (Sta. 936+00 to Sta. 1208+67.45)(Contract 6020)

Clearing and Grubbing	All Required (90%)		$ 108,000.00
Drainage Excavation, Unclassified	4,020 cu. yds.	$ 2.70	10,854.00
General Excavation, Unclassified	1,131,000 cu. yds.	0.70	791,700.00
Short Overhaul	3,763,000 yd. sta.	0.004	15,052.00
Long Overhaul	365,100 C-yd. sta.	0.25	91,275.00
Finishing Roadbed and Slopes	All Required (90%)		8,100.00
Rounding Cutbanks	15,200 lin. ft.	0.10	1,520.00
Furnishing and Placing Topsoil	6,600 cu. yds.	1.50	9,900.00
18 Inch Concrete Pipe	380 lin. ft.	5.00	1,900.00
24 Inch Concrete Pipe	90 lin. ft.	7.00	630.00
36 Inch Concrete Pipe	210 lin. ft.	13.00	2,730.00
42 Inch Extra Strength Concrete Pipe	120 lin. ft.	23.00	2,760.00
12 Inch Corrugated Metal Pipe	430 lin. ft.	3.00	1,290.00
18 Inch Corrugated Metal Pipe	2,550 lin. ft.	5.00	12,750.00
24 Inch Corrugated Metal Pipe	210 lin. ft.	7.00	1,470.00
36 Inch Corrugated Metal Pipe	30 lin. ft.	12.00	360.00
42 Inch Corrugated Metal Pipe	100 lin. ft.	15.00	1,500.00
12 Inch Half Circle Corrugated Metal Pipe	220 lin. ft.	3.50	770.00
24 Inch Half Circle Corrugated Metal Pipe	210 lin. ft.	6.50	1,365.00
Extra for Pipe Under Pavement	170 lin. ft.	4.00	680.00
Salvaging and Reinstalling Culvert Pipe	1,400 lin. ft.	3.50	4,900.00
6 Inch Perforated Metal Drain Pipe	740 lin. ft.	1.70	1,258.00
8 Inch Perforated Metal Drain Pipe	1,630 lin. ft.	2.30	3,749.00
10 Inch Perforated Metal Drain Pipe	740 lin. ft.	3.00	2,220.00
12 Inch Perforated Metal Drain Pipe	330 lin. ft.	3.50	1,155.00
Special Backfill in Basins	1,560 cu. yds.	6.00	9,360.00
18 Inch Culvert End Sections	33 only	60.00	1,980.00
24 Inch Culvert End Sections	6 only	80.00	480.00
36 Inch Culvert End Sections	1 only	200.00	200.00
3 Inch Galvanized Water Pipe	890 lin. ft.	3.00	2,670.00
4 Inch Galvanized Water Pipe	160 lin. ft.	4.20	672.00
3 Inch Gate Valves	1 only	50.00	50.00
4 Inch Gate Valves	1 only	60.00	60.00
Concrete Inlets, Type "G"	1 only	130.00	130.00
Concrete Inlets, Type "P"	11 only	150.00	1,650.00

Special Concrete Inlets	1 only		$ 600.00	$ 600.00
Type 3 Fence	40 rods		19.00	760.00
Salvage and Reinstall Guard Rail	700 lin. ft.		1.40	980.00
Salvage and Stockpile Guard Rail	850 lin. ft.		1.10	935.00
Illumination and Inland Light Installation Removal, Complete	All Required			2,000.00
Salvage Irrigation System	All Required			2,000.00
Coarse Crushed Material in Base	23,700 tons		2.30	54,510.00
3/4" - 0 Material in Base	4,520 tons		2.50	11,300.00
Sprinkling	1,520 M-Gals.		2.20	3,344.00
Preparation of Base	All Required	(90%)		900.00
3/4" - 0 Material in Binder Course	100 cu. yds.		5.00	500.00
RC-800 Asphalt	16 tons		60.00	960.00
Class "F" Asphaltic Concrete	1,530 tons		10.50	16,065.00
Shoring, Cribbing, etc.	All Required	(27%)		1,350.00
Structural Excavation	1,500 cu. yds.		3.00	4,500.00
Structural Excavation Below Elevation Shown	170 cu. yds.		20.00	3,400.00
Class "A" Concrete (6 cu. yds.)	All Required	(1%)		750.00
Class "A" Concrete in Box Culverts (300 cuy)	All Required			16,600.00
Class "A" Concrete in Walls and Pads	250 cu. yds.		60.00	15,000.00
Metal Reinforcement (400 lbs)	All Required	(2%)		600.00
Metal Reinforcement in Box Culverts (55,600 lbs.)	All Required			8,500.00
Metal Reinforcement in Walls	32,100 lbs.		0.15	4,815.00
				$1,245,509.00
Flagging (57½ of Contractor's Cost)	All Required	(50%)		6,000.00
Seeding and Mulching	All Required	(90%)		3,060.00
Signing (Temporary)	All Required	(75%)		750.00
Adjust Private Water Lines	All Required			6,300.00
				$ 16,110.00
Utilities Work				
Work by Pacific Power and Light Co.	All Required			$ 943.15
Work by City of Hood River	All Required			1,200.00
				$ 2,143.15
	Subtotal			$1263,762.15
	10% Engr. & Cont.			126,375.85
	Total			$1,390,138.00

Type Code X721
Sumner O'xing (Br #7496A)(Sta. 1146+26 to Sta. 1147+36)(Contract 6020)

Shoring, Cribbing, etc.	All Required (27%)		$ 1,350.00
Structural Excavation	230 cu. yds.	$ 3.00	690.00
Structural Excavation Below Elevation Shown	20 cu. yds.	20.00	400.00
Furnish 10" BP 42# Steel Piling	125 lin. ft.	6.00	750.00
Drive Steel Piles	5 only	100.00	500.00
Splice Steel Piles	1 only	35.00	35.00
Class "A" Concrete (262 cu. yds.)	All Required (33%)		24,750.00
Metal Reinforcement (73,000 lbs.)	All Required (37%)		11,100.00
8 Inch Metal Drain Pipe	50 lin. ft.	4.00	200.00
			$ 39,775.00

Type Code X721
2nd Street U'xing (Br #7439A)(Sta. 1194+81.71)(Contract 6020)

Remodel 2nd Street U'Xing Structure	All Required		$ 10,000.00
Shoring, Cribbing, etc.	All Required (12%)		600.00
Structural Excavation	110 cu. yds.	$ 3.00	330.00
Structural Excavation Below Elevation Shown	10 cu. yds.	20.00	200.00
Furnish Treated Timber Piling	1,000 lin. ft.	1.30	1,300.00
Drive Timber Piles	22 only	75.00	1,650.00
Class "A" Concrete (171 cu. yds.)	All Required (22%)		16,500.00
Metal Reinforcement (41,100 lbs.)	All Required (21%)		6,300.00
Metal Hand Rail	All Required (65%)		3,250.00
Preparation of Slopes	120 sq. yds.	2.30	276.00
Concrete Slab Riprap	120 sq. yds.	11.00	1,320.00
8 Inch Metal Drain Pipe	120 lin. ft.	4.00	480.00
			$ 42,206.00

Subtotal	$ 81,981.00
10% Engr. & Cont.	8,198.00
Total	$ 90,179.00

Length of Roadway	4.953 Miles
Length of 2 Structures	0.021 Mile
Length of 3 Structures	0.192 Mile (Exceptions)
Total Length	5.166 Miles
Cost of Roadway Per Mile	$280,665.85

Type Code X221
Joyner O'xing (Br #7496A)(Sta. 1146+26 to Sta. 1147+36)(Contract 6020)

Shoring, Cribbing, etc.	All Required (27%)		$ 1,350.00
Structural Excavation	230 cu. yds.	$ 3.00	690.00
Structural Excavation Below Elevation Shown	20 cu. yds.	20.00	400.00
Furnish 10" BP 42# Steel Piling	125 lin. ft.	6.00	750.00
Drive Steel Piles	5 only	100.00	500.00
Splice Steel Piles	1 only	35.00	35.00
Class "A" Concrete (262 cu. yds.)	All Required (33%)		24,750.00
Metal Reinforcement (73,000 lbs.)	All Required (37%)		11,100.00
8 Inch Metal Drain Pipe	50 lin. ft.	4.00	200.00
			$ 39,775.00

Type Code X721
2nd Street U'xing (Br #7459A)(Sta. 1194+81.71)(Contract 6020)

Remodel 2nd Street U'Xing Structure	All Required		$ 10,000.00
Shoring, Cribbing, etc.	All Required (12%)		600.00
Structural Excavation	110 cu. yds.	$ 3.00	330.00
Structural Excavation Below Elevation Shown	10 cu. yds.	20.00	200.00
Furnish Treated Timber Piling	1,000 lin. ft.	1.30	1,300.00
Drive Timber Piles	22 only	75.00	1,650.00
Class "S" Concrete (171 cu. yds.)	All Required (22%)		16,500.00
Metal Reinforcement (41,100 lbs.)	All Required (21%)		6,300.00
Metal Hand Rail	All Required (65%)		3,250.00
Preparation of Slopes	120 sq. yds.	2.30	276.00
Concrete Slab Riprap	120 sq. yds.	11.00	1,320.00
8 Inch Metal Drain Pipe	120 lin. ft.	4.00	480.00
			$ 42,206.00

Subtotal	$ 81,981.00
10% Engr. & Cont.	8,198.00
Total	$ 90,179.00

Length of Roadway.	4.953 Miles
Length of 2 Structures	0.021 Mile
Length of 3 Structures	0.192 Mile (Exceptions)
Total Length	5.166 Miles
Cost of Roadway Per Mile	$280,665.85

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$1,390,138.00	$1,278,000.00	$ 112,138.00
Structures	90,179.00	82,000.00	8,179.00
	$1,480,317.00	$1,360,000.00	$ 120,317.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 329, Laws 1939

State Funds for Maint.: Chap. 329, Laws 1939

MITCHELL POINT-HOOD RIVER SECTION

PROJECT I-80N-2(25)56

ESTIMATED COST OF WORK BY CITY OF HOOD RIVER

Labor	$ 600.00
Equipment	350.00
Materials	200.00
Overhead, etc.	50.00
	$1,200.00

ESTIMATED COST OF WORK BY PACIFIC POWER AND LIGHT CONTRACT

Materials	$ 292.26
Labor	631.49
Equipment	61.95
Overhead	156.52
Salvage Credit.	- 199.07 Cr.
Lump Sum	$ 943.15

Oregon State Highway Department

Federal Aid
Project No. I-80N-2(25)56

MITCHELL POINT-HOOD RIVER SECTION OF THE

COLUMBIA RIVER HIGHWAY IN HOOD RIVER COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, December 26, 1961

Type Code 0010
Roadway (Sta. 936+00 to Sta. 1208+67.45)

Clearing and Grubbing	All Required (90%)			$54,000.00
Drainage Excavation, Unclassified	4,020	cu. yds.	$ 3.00	12,060.00
General Excavation, Unclassified	1,131,000	cu. yds.	0.75	848,250.00
Short Overhaul	3,763,000	yd. stas.	0.01	37,630.00
Long Overhaul	365,100	C-yd. stas.	0.35	127,785.00
Finishing Roadbed and Slopes	All Required (90%)			10,800.00
Rounding Cutbanks	15,200	lin. ft.	0.20	3,040.00
Furnishing and Placing Topsoil	6,600	cu. yds.	2.00	13,200.00
18-inch Concrete Pipe	380	lin. ft.	4.50	1,710.00
24-inch Concrete Pipe	90	lin. ft.	6.00	540.00
36-inch Concrete Pipe	210	lin. ft.	10.00	2,100.00
42-inch Extra Strength Concrete Pipe	120	lin. ft.	15.00	1,800.00
12-inch Corrugated Metal Pipe	430	lin. ft.	3.75	1,612.50
18-inch Corrugated Metal Pipe	2,550	lin. ft.	5.00	12,750.00
24-inch Corrugated Metal Pipe	210	lin. ft.	7.50	1,575.00
36-inch Corrugated Metal Pipe	30	lin. ft.	15.00	450.00
42-inch Corrugated Metal Pipe	100	lin. ft.	19.00	1,900.00
12-inch Half Circle Corrugated Metal Pipe	220	lin. ft.	2.50	550.00
24-inch Half Circle Corrugated Metal Pipe	210	lin. ft.	4.75	997.50
Extra for Pipe Under Pavement	170	lin. ft.	3.00	510.00
Salvaging and Reinstalling Culvert Pipe	1,400	lin. ft.	3.00	4,200.00
6-inch Perforated Metal Drain Pipe	740	lin. ft.	2.00	1,480.00
8-inch Perforated Metal Drain Pipe	1,630	lin. ft.	2.50	4,075.00
10-inch Perforated Metal Drain Pipe	740	lin. ft.	3.00	2,220.00
12-inch Perforated Metal Drain Pipe	330	lin. ft.	3.75	1,237.50
Special Backfill in Drains	1,560	cu. yds.	6.00	9,360.00
18-inch Culvert End Sections	33	only	50.00	1,650.00
24-inch Culvert End Sections	6	only	65.00	390.00
36-inch Culvert End Sections	1	only	200.00	200.00
3-inch Galvanized Water Pipe	890	lin. ft.	2.00	1,780.00
4-inch Galvanized Water Pipe	160	lin. ft.	2.50	400.00
3-inch Gate Valves	1	only	40.00	40.00
4-inch Gate Valves	1	only	100.00	100.00
Concrete Inlets, Type "G"	1	only	100.00	100.00
Concrete Inlets, Type "D"	11	only	120.00	1,320.00
Special Concrete Inlets	1	only	300.00	300.00
Type 3 Fence	40	rods	10.00	400.00
Salvage and Reinstall Guard Rail	700	lin. ft.	1.50	1,050.00

Salvage and Stockpile Guard Rail	850 lin. ft.		$ 1.50	$ 1,275.00
Illumination and Island Light Installation Removal, Complete	All Required			500.00
Salvage Irrigation System	All Required			500.00
Coarse Crushed Material in Base	23,700 tons		1.40	33,180.00
3/4" - 0 Material in Base	4,520 tons		1.50	6,780.00
Sprinkling	1,520 M-gals.		3.00	4,560.00
Preparation of Base	All Required	(90%)		4,500.00
3/4" - 0 Material in Binder Course	100 cu. yds.		5.00	500.00
MC-800 Asphalt	16 tons		42.00	672.00
Class "B" Asphaltic Concrete	1,530 tons		9.00	13,770.00
Shoring, Cribbing Etc.	All Required	(27%)		2,430.00
Structural Excavation	1,500 cu. yds.		3.75	5,625.00
Structural Excavation Below Elevation Shown	170 cu. yds.		5.00	850.00
Class "A" Concrete (6 cu.yds. at $75.00)	All Required	(1%)		450.00
Class "A" Concrete in Box Culverts (300 cu.yds. at $60.00)	All Required			18,000.00
Class "A" Concrete in Walls and Pads	250 cu. yds.		60.00	15,000.00
Metal Reinforcement (400 lbs. at $0.145)	All Required	(2%)		58.00
Metal Reinforcement in Box Culverts (55,600 lbs. at $0.16)	All Required			8,896.00
Metal Reinforcement in Walls	32,100 lbs.			5,136.00
				$1,286,244.50
Flagging (57½% of Contractor's Cost)	All Required	(50%)		6,000.00
Seeding and Mulching	All Required	(90%)		3,060.00
Signing (Temporary)	All Required	(75%)		750.00
Adjust Private Water Lines	All Required			6,800.00
				$ 16,610.00

Utilities Work

Work by Pacific Power and Light Co.	All Required	$ 2,000.00
Work by Oregon-Washington Tel. Co.	All Required	800.00
Work by Franklin Water Co.	All Required	700.00
		$ 3,500.00
	Subtotal	$1,306,354.50
	10% Engr. & Cont.	130,634.50
	Total	$1,436,989.00

Type Code X221
Joyner O'Xing (Br. #7496A) (Sta. 1146+36 to Sta. 1147+36)

Shoring, Cribbing Etc.	All Required	(27%)	$ 2,430.00
Structural Excavation	230 cu. yds.	$ 3.75	862.50
Structural Excavation Below Elevation Shown	20 cu. yds.	5.00	100.00
Furnish 10" BP 42# Steel Piling	125 lin. ft.	5.00	625.00
Drive Steel Piles	5 only	100.00	500.00

Federal Aid Project No. I-80N-2(25)56

Splice Steel Piles	1 only		$ 50.00	$ 50.00
Class "A" Concrete (262 cu.yds. at $75.00)	All Required (33%)			19,650.00
Metal Reinforcement (73,000 lbs. at $0.145)	All Required (37%)			10,585.00
8-inch Metal Drain Pipe	50 lin. ft.		4.00	200.00
				$ 35,002.50

Type Code X721
2nd Street U'Xing (Br. #7459A)(Sta. 1194+81.71)

Remodel 2nd Street U'Xing Structure	All Required			$ 20,000.00
Shoring, Cribbing, Etc.	All Required (12%)			1,080.00
Structural Excavation	110 cu. yds.	$	3.75	412.50
Structural Excavation Below Elevation Shown	10 cu. yds.		5.00	50.00
Furnish Treated Timber Piling	1,000 lin. ft.		1.50	1,500.00
Drive Timber Piles	22 only		62.00	1,364.00
Class "A" Concrete (171 cu.yds. at $75.00)	All Required (22%)			12,825.00
Metal Reinforcement (41,100 lbs. at $0.145)	All Required (21%)			5,959.50
Metal Hand Rail	All Required (65%)			1,755.00
Preparation of Slopes	120 sq. yds.		1.00	120.00
Concrete Slab Riprap	120 sq. yds.		7.00	840.00
8-inch Metal Drain Pipe	120 lin. ft.		4.00	480.00
				$ 46,386.00

Subtotal	$1,388.50
10% Engr. & Cont.	8,138.50
Total	$ 89,527.00

Length of Roadway	4.953 Miles
Length of 2 Structures.	0.021 Mile
Length of 3 Structures.	0.192 Mile (Exceptions)
Total Length	5.166 Miles
Cost of Roadway Per Mile.	$290,124.97

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$1,436,989.00	$1,322,000.00	$ 114,989.00
Structures	89,527.00	82,000.00	7,527.00
	$1,526,516.00	$1,404,000.00	$ 122,516.00

Oregon State Highway Department

Federal Aid
Project No. I-80N-2(25)56

MITCHELL POINT-HOOD RIVER SECTION OF THE

COLUMBIA RIVER HIGHWAY IN HOOD RIVER COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, December 20, 1961

Type Code 0010
Roadway (Sta. 936+00 to Sta. 1208+67.45)

Clearing and Grubbing	All Required (90%)		$ 54,000.00
Drainage Excavation, Unclassified	4,020 cu.yds.	$3.00	12,060.00
General Excavation, Unclassified	1,131,000 cu.yds.	0.75	848,250.00
Short Overhaul	3,763,000 yd.stas.	0.01	37,630.00
Long Overhaul	365,100 C-yd.stas.	0.35	127,785.00
Finishing Roadbed and Slopes	All Required (90%)		10,800.00
Rounding Cutbanks	15,200 lin.ft.	0.20	3,040.00
Furnishing and Placing Topsoil	6,600 cu.yds.	2.00	13,200.00
18-inch Concrete Pipe	380 lin.ft.	4.50	1,710.00
24-inch Concrete Pipe	90 lin.ft.	6.00	540.00
36-inch Concrete Pipe	210 lin.ft.	10.00	2,100.00
42-inch Extra Strength Concrete Pipe	120 lin.ft.	15.00	1,800.00
12-inch Corrugated Metal Pipe	430 lin.ft.	3.75	1,612.50
18-inch Corrugated Metal Pipe	2,550 lin.ft.	5.00	12,750.00
24-inch Corrugated Metal Pipe	210 lin.ft.	7.50	1,575.00
36-inch Corrugated Metal Pipe	30 lin.ft.	15.00	450.00
42-inch Corrugated Metal Pipe	100 lin.ft.	19.00	1,900.00
12-inch Half-Circle Corrugated Metal Pipe	220 lin.ft.	2.50	550.00
24-inch Half-Circle Corrugated Metal Pipe	210 lin.ft.	4.75	997.50
Extra for Pipe Under Pavement	170 lin.ft.	3.00	510.00
Salvaging and Reinstalling Culvert Pipe	1,400 lin.ft.	3.00	4,200.00
6-inch Perforated Metal Drain Pipe	740 lin.ft.	2.00	1,480.00
8-inch Perforated Metal Drain Pipe	1,630 lin.ft.	2.50	4,075.00
10-inch Perforated Metal Drain Pipe	740 lin.ft.	3.00	2,220.00
12-inch Perforated Metal Drain Pipe	330 lin.ft.	3.75	1,237.50
Special Backfill in Drains	1,560 cu.yds.	6.00	9,360.00
18-inch Culvert End Sections	33 only	50.00	1,650.00
24-inch Culvert End Sections	6 only	65.00	390.00
36-inch Culvert End Sections	1 only	200.00	200.00
3-inch Galvanized Water Pipe	890 lin.ft.	2.00	1,780.00

4-inch Galvanized Water Pipe	160	lin.ft.	$2.50	$ 400.00
3-inch Gate Valves	1	only	40.00	40.00
4-inch Gate Valves	1	only	100.00	100.00
Concrete Inlets, Type "C"	1	only	100.00	100.00
Concrete Inlets, Type "D"	11	only	120.00	1,320.00
Special Concrete Inlets	1	only	300.00	300.00
Type 3 Fence	40	rods	10.00	400.00
Salvage and Reinstall Guard Rail	700	lin.ft.	1.50	1,050.00
Salvage and Stockpile Guard Rail	850	lin.ft.	1.50	1,275.00
Illumination and Island Light Installation Removal, Complete	All	Required		500.00
Salvage Irrigation System	All	Required		500.00
Coarse Crushed Material in Base	23,700	cu.yds.	1.40	33,180.00
3/4" - 0 Material in Base	4,520	cu.yds.	1.50	6,780.00
Sprinkling	1,520	M-gal.	3.00	4,560.00
Preparation of Base	All	Required	(90%)	4,500.00
3/4" - 0 Material in Binder Course	100	cu.yds.	5.00	500.00
RC-800 Asphalt	16	tons	42.00	672.00
Class "B" Asphaltic Concrete	1,530	tons	9.00	13,770.00
Shoring, Cribbing, etc.	All	Required	(27%)	2,430.00
Structural Excavation	1,500	cu.yds.	3.75	5,625.00
Structural Excavation Below Elevation Shown	170	cu.yds.	5.00	850.00
Class "A" Concrete (6 cu.yds. at $75.00)	All	Required	(1%)	450.00
Class "A" Concrete in Box Culverts (300 cu.yds. at $60.00)	All	Required		18,000.00
Class "A" Concrete in Walls and Pads	290	cu.yds.	60.00	17,400.00
Metal Reinforcement (400 lbs. at $0.145)	All	Required	(2%)	58.00
Metal Reinforcement in Box Culverts (55,600 lbs. at $0.16)	All	Required		8,896.00
Metal Reinforcement in Walls	37,600	lbs.	0.16	6,016.00
				$1,289,524.50
Flagging (57½ of Contractor's Cost)	All	Required	(50%)	6,000.00
Seeding and Mulching	All	Required	(90%)	3,060.00
Signing (Temporary)	All	Required	(75%)	750.00
Adjust Private Water Lines	All	Required		6,800.00
				$ 16,610.00
Utilities Work				
Work by Pacific Power and Light Co.	All	Required		$ 2,000.00
Work by Oregon-Washington Tel. Co.	All	Required		800.00
Work by Franklin Water Co.	All	Required		700.00
				$ 3,500.00

Subtotal			$1,309,634.50
10% Engr. & Cont.			130,962.50
Total			$1,440,597.00

Type Code X221
Jaymar O'xing (Br. #7496A)(Sta. 1146+26 to Sta. 1147+36)

Shoring, Cribbing, etc.	All Required (27%)		$ 2,430.00
Structural Excavation	230 cu.yds.	$3.75	862.50
Structural Excavation Below Elevation Shown	20 cu.yds.	5.00	100.00
Furnish 10" BP 42# Steel Piling	125 lin.ft.	5.00	625.00
Drive Steel Piles	5 only	100.00	500.00
Splice Steel Piles	1 only	50.00	50.00
Class "A" Concrete (262 cu.yds. at $75.00)	All Required (33%)		19,650.00
Metal Reinforcement (73,000 lbs. $0.145)	All Required (37%)		10,585.00
8-inch Metal Drain Pipe	50 lin.ft.	4.00	200.00
			$ 35,002.50

Type Code X721
2nd Street U'xing (Br. #7459A)(Sta. 1194+81.71)

Remodel 2nd Street U'xing Structure	All Required	$	$ 20,000.00
Shoring, Cribbing, etc.	All Required (12%)		1,080.00
Structural Excavation	110 cu.yds.	3.75	412.50
Structural Excavation Below Elevation Shown	10 cu.yds.	5.00	50.00
Furnish Treated Timber Piling	1,000 lin.ft.	1.50	1,500.00
Drive Timber Piles	22 only	62.00	1,364.00
Class "A" Concrete (171 cu.yds. at $75.00)	All Required (22%)		12,825.00
Metal Reinforcement (41,100 lbs. at $0.145)	All Required (21%)		5,959.50
Metal Handrail	All Required (65%)		1,755.00
Preparation of Slopes	120 sq.yds.	1.00	120.00
Concrete Slab Riprap	120 sq.yds.	7.00	840.00
8-inch Metal Drain Pipe	120 lin.ft.	4.00	480.00
			$ 46,386.00

Subtotal	$ 81,388.50
10% Engr. & Cont.	8,138.50
Total	$ 89,527.00

Length of Roadway - - - - - - - - 5.024 Miles
Length of 2 Structures- - - - - 0.019 Mile
Length of 2 Structures- - - - - 0.123 Mile (Exceptions)
Total Length- - - - - - - - - - - 5.166 Miles
Cost of Roadway Per Mile- - - - $286,743.03

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$1,440,597.00	$1,325,000.00	$115,597.00
Structures	89,527.00	82,000.00	7,527.00
	$1,530,124.00	$1,407,000.00	$123,124.00

Splice Steel Piles	1 only		$ 50.00	$ 50.00
Class "A" Concrete (262 cu.yds. at $75.00)	All Required	(33⅓)		19,650.00
Metal Reinforcement (73,000 lbs. at $0.145)	All Required	(37⅓)		10,585.00
8-inch Metal Drain Pipe	50 lin. ft.		4.00	200.00
				$ 35,002.50

Type Code X721
2nd Street U'Xing (Br. #7459A)(Sta. 119%+81.71)

Remodel 2nd Street U'Xing Structure	All Required			$ 20,000.00
Shoring, Cribbing, Etc.	All Required	(12%)		1,080.00
Structural Excavation	110 cu. yds.		$ 3.75	412.50
Structural Excavation Below Elevation Shown	10 cu. yds.		5.00	50.00
Furnish Treated Timber Piling	1,000 lin. ft.		1.50	1,500.00
Drive Timber Piles	22 only		62.00	1,364.00
Class "A" Concrete (171 cu.yds. at $75.00)	All Required	(22%)		12,825.00
Metal Reinforcement (41,100 lbs. at $0.145)	All Required	(21%)		5,959.50
Metal Hand Rail	All Required	(65%)		1,755.00
Preparation of Slopes	120 sq. yds.		1.00	120.00
Concrete Slab Riprap	120 sq. yds.		7.00	840.00
8-inch Metal Drain Pipe	120 lin. ft.		4.00	480.00
				$ 46,386.00
	Subtotal			81,388.50
	10% Engr. & Cont.			8,138.50
	Total			$ 89,527.00

Length of Roadway	4.953 ~~5.024~~	Miles
Length of 2 Structures	.021 ~~0.019~~	Mile
Length of #3 Structures	.192 ~~0.123~~	Mile (Exceptions)
Total Length	5.166	Miles
Cost of Roadway Per Mile	~~$286,021.80~~ 290,124.97	

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$1,436,989.00	$1,322,000.00	$ 114,989.00
Structures	89,527.00	82,000.00	7,527.00
	$1,526,516.00	$1,404,000.00	$ 122,516.00

RECEIVED
JUN 4 - 1965
FOR FILING

6C 21

June 3, 1965

Mr. A. M. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage S. N.E.
Salem, Oregon

Dear Sir:

This is to advise you that seeding and mulching work on the Mitchell Point - Hood River Section of the Columbia River Highway, contract No. 6020, Project No. I-(OR-2(25)56; I-(OR-9(28)1 in Hood River County, was completed October 23, 1963.

This work was authorized by Order for State Work No. 9 dated October 1, 1962.

Very truly yours,

Torrey Cooper
State Highway Engineer

By

L. M. Young
Office Engineer

cc: R.M. Chase

Wiko

FORM E-122X SOM 12-63

RECEIVED
JAN 29 1965
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

6021

January 29, 1965

City of Hood River
Hood River, Oregon

Attention Mr. B. A. Erickson
City Administrator

Re: Conveyance of land to
the City of Hood River

Gentlemen:

Enclosed is the deed from the State Highway Department to the City of Hood River. The check for $500, being the consideration for Parcel 4, was received from the Port of Hood River last week.

We would appreciate it if you would record the deed as soon as possible and give us the date of recording and the volume and page.

Thank you very much for your help and cooperation in closing this matter.

Very truly yours,

G. E. RONDE
Chief Counsel

By
JAMES R. KUHN
Staff Attorney

JRK:kr

Enclosure

cc Mr. Kenneth Abraham
Port of Hood River
Mr. Lloyd Shaw
Union Oil Company

RECEIVED
FEB 1 1965
STATE OF ENGINEER

NOTED
LLOYD P. SHAW

RECEIVED
DEC 28 1964
FOR FILING

December 22, 1964

Project No. I-80N-2(16)30
Project No. I-80N-2(25)56
File No. 17059 - City of Hood River
Hood River-Mosier River Section
Columbia River Highway
Hood River County

Mr. A. W. Parsons, Division Engineer
U. S. Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Dear Sir:

This will reply to your December 18 letter concerning access control on the frontage road to be conveyed to the City of Hood River.

I note that on the Second Street Interchange layout map which was approved by Mr. Cowen of your office on June 25, 1958, the access control line between the frontage road and the road works runs to a point just northerly of the northerly edge of the frontage road. We plan no change in the extent of the original access control. The only change which we plan is to place the frontage road under the maintenance and jurisdiction of the City of Hood River.

Parcel four of the conveyance will, of course, be in fa[illegible] as previously mentioned. The extent of the access control will be mentioned in the conveyance.

Very truly yours,

G. E. Rohde
Chief Counsel

By

D. M. Nordring
Assistant Right of Way Engineer

DMN:gc

cc - Lloyd P. Shaw
L. M. Young
G. E. Rohde
M. [illegible] Mitchell

NOTED
LLOYD P. SHAW
DEC 2 1964
OFFICE OF
STATE HIGHWAY ENGINEER

477 Cottage Street, N. E.
Salem, Oregon 97301

December 18, 1964

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

Original signed by
A. W. Parsons
... Engineer

08-35.7
417

A. W. Parsons
Division Engineer
Salem, Oregon

Hood River - Mosier River Section - Columbia River Highway
File 17059, City of Hood River

Please refer to Assistant Right of Way Engineer D. H. Moehring's letter of December 9, 1964 requesting our approval of a proposed relinquishment of a frontage road to the City of Hood River. Approval to relinquish the frontage road to the City of Hood River was given in our letter of May 17, 1963. The present proposal is to relinquish for public purposes a portion of the roadway to the City of Hood River. The fourth parcel shown by crosshatching on the submitted map is to be conveyed to the city in fee. It is our understanding that the city shall be obligated to protect the lateral support of the frontage road and that the State is making an appraisal to determine the value of parcel four. Appropriate credit must be given to Federal funds, if any, that participated in any taking for the area that is being conveyed to the city in fee.

Inasmuch as this area is being developed we believe it would be good policy in your agreement with the city to retain access control between the frontage road area and the boat works which is designated as parcel 17631-A on the submitted map. This has been discussed by our Division Right of Way Officer with Assistant Right of Way Engineer D. H. Moehring and it is our understanding that such access control can be retained by the State.

We approve your proposal subject to the above conditions and with the understanding that the frontage road will not be abandoned unless a showing can be made that it is no longer needed as a public road. We would appreciate your comments concerning the access control between the frontage road area and the boat works.

RECEIVED
DEC 21 1964
LEGAL & RIGHT OF WAY

RECEIVED
DEC 17 1964
FOR FILING

6021

NOTED
LLOYD P. SHAW

RECEIVED
DEC 10 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 11 1964

FORM E-80X—30M—7-64 SP*6230-734

FOR FILING

64 : C

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

December 7, 1964
Salem, Oregon

SUBJECT: Conveyance of land to Hood River

To: Mr. W. T. Wright
Right of Way Engineer
O F F I C E

This concerns the request of the City of Hood River for the conveyance to them of certain land covering the frontage road to the city disposal plant. I now have a letter from them accepting the descriptions as prepared by Construction, in which we relinquish to the City for public purposes Parcels 1, 2 and 3, and convey to them in fee, without restriction, Parcel 4.

I will prepare the necessary deed and relinquishment to the City; but in the meantime, approval of the conveyance should be obtained from the Bureau of Public Roads and an appraisal of Parcel 4 to determine the value to be placed thereon. Attached to the file is a list of three files from which this parcel was acquired listing the acreage and the price therefor as an aid in the appraisal. For this purpose I am attaching hereto four copies of a map showing Parcel 4, being the parcel to be conveyed in fee title as crosshatched.

Mr. Erickson, Acting City Administrator, states in his letter that the deed to Parcel 4 should be registered as soon as possible, as they have a party who is interested in acquiring this when it is available.

NOTED
LLOYD P. SHAW

JAMES R. KUHN
Staff Attorney

JRK:kr

Attachments

cc Mr. Lloyd Shaw

FORM E-123X 50M 12-63
RECEIVED
DEC 1 1964
HWY. PLNG.

COMMISSION
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH J. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

November 24, 1964

City of Hood River
Hood River, Oregon

Attention Mr. B. A. Erickson
City Administrator

Re: Conveyance of land
to Hood River

Gentlemen:

Enclosed are the descriptions recently prepared by our engineering department, relative to the land to be conveyed and relinquished to the City of Hood River by the State Highway Commission. Also, I am enclosing a copy of our right of way map on which we have delineated the areas.

Parcels 1, 2 and 3 are the areas to be relinquished to the city for public purposes, using a similar form with similar conditions as contained in the previous relinquishment form prepared.

Parcel 4 represents the area to be conveyed in fee to the city without conditions, except for the provision that the city and its assigns shall be obligated to protect the lateral support of the street and highway lying to the south.

These descriptions are submitted to you for your checking. It is understood that approval of a conveyance of these parcels has not yet been obtained from either our State Highway Commission or the Bureau of Public Roads. I felt it would be preferable to obtain your acceptance of the described areas before the matter was submitted for further approval. We shall await your comment.

Very truly yours,

G. E. ROMDE
Chief Counsel

By
JAMES R. KUHN
Staff Attorney

NOTED
LLOYD P. SHAW

JRK:kr
Encls/ 3 copies description
1 copies Map portion 6B-24-4
cc Mr. Lloyd Shaw
Mr. Frank McKinney
Mr. Floyd Scott
Mr. W. T. Wright

RECEIVED
NOV 20 1964
FOR FILING
6020

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 19, 1964

SUBJECT: Hood River Section
Columbia River Highway
Hood River County

To: Mr. W. T. Wright
Right of Way Engineer
Office

As a result of a recent meeting with City of Hood River officials and Mr. Shaw, the proposed Relinquishment of Title covering the frontage road to the City disposal plant is to be modified and the revised descriptions and a revised R/W print are attached.

Parcels 1, 2 and 3 are to be relinquished for street purposes and parcel 4 is to be a non-restrictive conveyance which requires B.P.R. approval.

Will you please take the necessary action to complete this transaction and if you have any questions you may contact Mr. McKinney or Mr. Kuhn, who were present at the meeting mentioned above.

Frank D. Morgan
Construction Engineer

By D. J. Barbee

D. J. Barbee
Assistant Construction Engineer

Attach.

FCS:ja

cc. Mr. L. P. Shaw
Mr. F. C. McKinney
Mr. James Kuhn

NOTED
LLOYD P. SHAW

RECEIVED
NOV 19 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 13 1964
FOR FILING

October 12, 1964

Mr. B. A. Erickson
Acting City Administrator
City of Hood River
Post Office Box 27
Hood River, Oregon

Dear Mr. Erickson:

By your letter of September 11 you requested that the State Highway Commission transfer to the City of Hood River the service road to the Sewage Disposal Plant.

The original State-City agreement covered disposition of this road upon completion of construction and our Legal Department has drawn up the necessary document after consultation with Mr. E. M. Abraham, City Attorney.

A copy of the draft of this document is being sent to you for your approval before final signing. Will you please advise if this meets with your understanding of the original arrangement.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:aje

Enclosure

cc Forrest Cooper
R. L. Porter
H. S. Cox
F. C. McKinney

RECEIVED
SEP 23 1964
FOR FILING
6030

Salem, Oregon
September 18, 1964

Mr. H. S. Cox
County and City Engineer

Under our agreement with the City of Hood River concerning the construction of Interstate 80N, a roadway was to be built which would service the City Sewage Disposal Plant from a connection to the Second Street Interchange.

We have now received a letter, under date of September 11, indicating the City wishes to conclude this arrangement at the earliest possible date.

Will you please review our agreement with the City, discuss this with me, and if immediate disposal of this matter appears in order, provide Mr. Wright with all necessary material to that end. You will note in the City's letter, it anticipates beginning construction in the vicinity of the "Sewage Disposal Road" about October 1; therefore, time is of the essence and the matter should be expedited.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

Attachment

CITY OF HOOD RIVER

P. O. BOX 27

HOOD RIVER, OREGON

September 11, 1964

Lloyd Shaw
Oregon State Highway Commission
State Highway Building
Salem, Oregon 97310

Re: Agreement with City of Hood River
12/8/61 Interstate Highway 80

Dear Mr. Shaw:

This is to request that the Oregon State Highway Commission execute and deliver a deed to the City of Hood River covering that property North of your access control fence between Second Street and the Sewage Disposal Plant as generally referred to in the agreement between the City of Hood River and the Oregon State Highway Commission dated December 8, 1961.

In consideration of the receipt of this deed the City of Hood River will release the State Highway Commission from any liability to maintain the Sewage Disposal Road from this date forward and will assume the same.

We hope that this matter can be expedited as we desire to install a sewage line on said property that lies North of the North line of the Sewage Disposal Road and anticipate the commencement of this work on or about the 1st day of October, 1964.

Your courtesy in this matter is greatly appreciated and if you have any questions please do not hesitate to call the undersigned.

Sincerely yours,

B. A. Erickson
Acting City Administrator

cc: G. E. Rodde
Assistant Gen. Counsel
Oregon State Highway Commission

BAE:mj

Nature's Purest Water . . . Always Ice Cold

RECEIVED
SEP 22 1964
FOR FILING

Lloyd Shaw

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 8, 1964

SUBJECT: Hood River Area
Interstate 80N

To: Mr. G. E. Rohde
Assistant Counsel

B U I L D I N G

Reply is to Mr. Shaw's letter of September 3, subject as above.

It is our understanding that Hood River's request is for land north of the existing fence and access control line. If so, the proposed transfer will not interfere with existing or planned landscape developments.

F. D. Morgan
Construction Engineer

cc: M. H. Astrup

RECEIVED
SEP 9 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 10 1964
FOR FILING

January 10, 1964

The Aetna Casualty & Surety Co.,
Portland Service Department
300 Yeon Bldg.,
Portland 4, Oregon

Gentlemen:

Contract #6020 awarded to Peter Kiewit Sons' Co., for grading-structures on the Mitchell Point-Hood River Section of the Columbia River Highway in Hood River County, was completed July 24, 1963, and accepted by the Highway Commission on January 9, 1964.

Final payment in the amount of $50,673.88 will be released to the contractor after January 17, 1964. The total contract amount is $1,819,544.82 including $124,573.83 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Peter Kiewit Sons' Co.,
P. O. Box 1777
Vancouver, Washington

cc: L. H. Young
C. H. Maison
Attn.: John Herr

RECEIVED
JAN 10 1964
FOR FILING

January 9, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed July 24, 1963 on Contract No. 6020. The contract was with Peter Kiewit Sons' Company and was for grading and structures on the Mitchell Point-Hood River Section of the Columbia River Highway in Hood River County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective January 9, 1964, and that you concur in this procedure at the Commission meeting on January 30.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

LPS:ajw bbc

RECEIVED
DEC 4 - 1963
FOR FILING

Salem, Oregon
December 3, 1963

Increase in Project Authorization

Mr. Glenn A. Starkey
Resident Engineer
PO Box 617
Hood River, Oregon 97031

This is to advise you that at its meeting of November 22, 1963 the Highway Commission approved an increase of $122,510.25 in project authorization on Contract No. 6020, Mitchell Point-Hood River Section of the Columbia River Highway in Hood River County.

The new authorization for construction is $1,984,956.75. This amount should be used in all future reports for this project.

L. M. Young
Office Engineer

DBP:cr

cc: Dean Swift

RECEIVED
NOV. 12 1963
FOR FILING

November 12, 1963

Oregon State Highway Commission

Gentlemen:

An overrun of the project authorization has occurred on the Mitchell Point-Hood River grading project on the Columbia River Highway in Hood River County. This project, Contract No. 6020, is under contract to Peter Kiewit Sons' Company of Vancouver, Washington.

The original project authorization was $1,862,446.50. The final cost as reported with the semifinal estimate is $1,984,956.75, indicating an overrun of $122,510.25 or 6.58 percent.

The major reason for the overrun was a slide just east of Rathton Point. This slide required a large amount of extra clearing, pioneering, and resloping in order to provide a stable cut section. The required added work was done under appropriate approved work orders.

Also contributing to the overrun was the need for additional topsoil to cover the rocky slopes of the new grade and the need for additional water for dust control during the summer of 1962 when heavy World's Fair traffic was using the road.

The work which caused the overrun was all necessary, and it is recommended that the project authorization be increased by $122,510.25.

This matter will be presented to you at the November 20 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

CHB:bjm bbc

FORM E-30 DOH 3-63 49607

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 29, 1963

SUBJECT: Overrun of Project Authorization
Mitchell Pt.-Hood River Section
Columbia River Highway
Contract No. 6020

To: Mr. L. P. Shaw
Assistant State Highway Engineer

BUILDING

Attached is a report on the overrun of the project authorization on this grading project which is under contract to Peter Kiewit Sons' Company. The major reasons for the overrun are:

(1) A slide just east of Ruthton Point caused an overrun in the General Excavation item and required a rather large amount of force account work ($63,670) for clearing the slide and pioneering work. At one time, the highway was closed and the State rented the toll bridges at Cascade Locks and Hood River for use by traffic at a cost of about $10,000. In addition to the material removed under the bid item for excavation, over 50,000 cubic yards of unstable material was removed and wasted under a Price Agreement.

(2) The topsoil quantities overran almost 100%. The Resident Engineer reports that the original computation of quantity was in error.

(3) The overrun of sprinkling water was caused by the need for dust control during the summer of 1962 when heavy World's Fair traffic was using this route.

The project has been completed and all the changes are covered by appropriate "change orders". It is recommended that the report be submitted to the Commission with a recommendation of approval. A rough draft to the Commission is attached.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

CHB:bjm
Attachments

cc: L. H. Young

LLOYD V. SHAW

RECEIVED
OCT 29 1963
OFFICE OF
STATE HIGHWAY ENGINEER

STATEMENT OF OVERRUNS OR UNDERRUNS

Prefix 614-1047 Contract 6020 Peter Kiewit Sons' Co.

Original Contract $ 1,862,446.50 Final Cost $ 1,984,956.75

	CONTRACT	FINAL COST	% ±
Contract Amount	$ 1,628,808.00	$ 1,643,686.95	0.91% overrun
Anticipated Items	26,700.00	52,895.17	98.11% overrun
Engineering	132,440.64	141,000.00	6.46% overrun
Contingencies	74,497.86	147,374.63	97.82% overrun
Totals	$ 1,862,446.50	$ 1,984,956.75	6.58% overrun

The following is an explanation of overruns and underruns on the above mentioned projects:

NO.	ITEM	UNIT	ORIGINAL QUANTITIES	FINAL QUANTITIES	% ±
2.	Drainage Excavation Unclass. Over-run item 23 and 24 (Perf. pipe) is in keeping with the overrun of this item.	cu.yd.	4,570	4,997.54	9.4% overrun
3.	General Excavation Unclass. Unstable cut slopes between "FL" line, and the "B line" station 1090±, and station 1015 ± Rt. required more extensive excavation than called for on the plans. Also more excavation was required to creat a more desireable appearance in the midian area between station 1148, and 1165.	cu.yd.	1,185,000	1,210,659.0	2.2% overrun
4.	Short Overhaul Additional haul is in keeping with the over-run of General Excavation, and disposal of additional excavation shown in Price Agreement # 4.	yd.sta.	4,023,000	4,249,932	5.6% overrun
5.	Long Overhaul Same as item 5 except that very little long haul was encountered in Price Agreement # 4.	c.yd.sta.	435,000	441,480.1	1.5% overrun
7.	Rounding Cutbanks Material encountered in many locations was not conducive to rounding	lin. ft.	15,500	5,075	67.3% underrun
8.	Furnishing and Placing topsoil A study of cross sections indicates that insufficient quantity was set up to cover areas indicated on the plans. Material encountered in embankments absorbed considerable quantity of topsoil in filling voids etc.	cu.yd.	10,400	20,366.5	95.8% overrun

NO.	ITEM	UNIT	ORIGINAL QUANTITIES	FINAL QUANTITIES	% ±
9.	18-inch Concrete Pipe 18-inch C.M.P. was used in place of concrete where load, and foundation required the flexable pipe.	lin.ft.	380	168	55.8% underrun
10.	24-inch Concrete Pipe 24-inch C.M.P. was used in place of concrete where load and foundation required the flexable pipe.	lin.ft.	90	0	100.0% underrun
11.	36-inch Concrete Pipe This is very near net quantity.	lin. ft.	210	192	8.6% underrun
12.	42-inch Extra Strength Under-run was due to change to C.M.P. due to foundation problems.	lin.ft.	120	0	100.0% underrun
13.	12-inch Corrugated Metal Pipe Over-run is due to the installation of numerous conduits for use in re-establishing water pipe crossings. This was not anticipated in the plans.	lin.ft.	430	2,114	391.6% overrun
14.	18-inch Corrugated Metal Pipe This culvert was used in place of concrete where foundation was a problem.	lin.ft.	3,100	3,134	1.1% overrun
15.	24-inch Corrigated Metal Pipe Over-run was caused due to substitution of this pipe in place of concrete. This was due to foundation problems.	lin.ft.	210	290	38.1% overrun
16.	30-inch Corrigated Metal Pipe Item was eliminated due to change in design of storm sewer at East Hood River Interchange. 18-inch C.M.P. was substituted.	lin.ft.	80	0	100.0% underrun
17.	36-inch Corrigated Metal Pipe Part of existing culvert at station 943 was removed due to poor condition and new pipe installed.	lin.ft.	30	62	106.7% overrun
18.	42-inch Corrigated Metal Pipe Over-run due to sub-stituting this item for item 12.	lin.ft.	100	200	100.0% overrun
19.	12-inch Half-Circle C.M.P. Salvage and reinstall 24-inch half round C.M.P was substituted because an excess of this material was on hand and water from two culverts was discharged into one half round pipe where two half round pipes had been planned.	lin.ft.	220	0	100.0% underrun
20.	24-inch Half-Circle C.M.P. Under-run due to substitution of salvage and reinstall pipe which was in excess.	lin.ft.	210	100	52.4% underrun

NO.	ITEM	UNIT	ORIGINAL QUANTITIES	FINAL QUANTITIES	% ±
21.	Extra for Pipe Under Pavement This item paid where extra pipe was required which was not shown on plans at the following stations 973+78, 985+25 1011+28, 1033+30, 1033+38, 1033+45, 1047+12, 1054+56. Also lengths shown on the plans are short.	lin.ft.	170	434	155.1% overrun
22.	Culvert Pipe Salvaging and Reinstalling Under-run due to damage in removal and elimination of reinstalling half round pipe due to drainage problems in vacinity of station 1045 where slide occurred.	lin.ft.	1,400	544	61.1% underrun
23.	6-inch Perforated Metal Drain Pipe , Uncoated Over-run because of springs found which were not apparent earlier.	lin.ft.	740	2,358	218.6% overrun
24.	8-inch Perforated Metal Drain Pipe, Uncoated Over-run for same reason as item 23.	lin.ft.	1630	1,670	2.5% overrun
25.	10-inch Perforated Metal Drain Pipe, Uncoated As planned.	lin.ft.	740	680	8.1% underrun
26.	12-inch Perforated Metal Drain Pipe, Uncoated As planned.	lin.ft.	330	300	9.1% underrun
27.	Special Backfill in Drains More sand was necessary in the area from 1055 to 1059 in order to provide more drainage surface than was anticipated. This is not in keeping with the perforated pipe over-run because suitable granular material from excavation areas was substituted.	cu.yd.	1,560	1,609.16	3.2% overrun
28.	18-inch Culvert End Section An additional culvert required end sections due to slope.	one	45	45	0.0%
29.	24-inch Culvert End Section As planned.	one	6	5	16.7% underrun
30.	36-inch Culvert End Section As planned.	one	1	1	0.0%
31.	18-inch Metal Tide Gate As planned.	one	1	1	0.0%
32.	10-inch Coated Steel Pipe, 12 Gage As planned.	lin.ft.	360	334	7.2%

NO.	ITEM	UNIT	ORIGINAL QUANTITIES	FINAL QUANTITIES	% ±
33.	3-inch Galvanized Water Pipe Over-run because slide damaged old pipe requiring a new line on right station 1044 ± to 1054 ±.	lin.ft.	890	1,153	29.6% overrun
34.	4-inch Galvanized Water Pipe Eliminated at the request of property owner.	lin.ft.	160	0	100.0% underrun
35.	3-inch Gate Valves Over-run to eliminate item 34 at the request of property owner.	one	1	3	200.0% overrun
36.	4-inch Gate Valves Eliminated for same reason as items 34 & 35.	one	1	1	0.0%
37.	1½ -inch Electrical Conduit More conduit was required due to change in plans.	lin.ft.	260	340	30.8% overrun
38.	Concrete Inlets "C" Type As planned.	one	1	1	0.0%
39.	Concrete Inlets Type "D" As planned.	one	11	11	0.0%
40.	Special Concrete Inlets As planned.	one	1	1	0.0%
41.	Concrete Curbs As planned.	cu.yd.	10	9.56	4.4% underrun
42.	Type 3 Fence Fence was partially eliminated Station 1100± Rt. due to terraine.	rod	40	4.09	89.8% underrun
43.	Metal Guard Rail Eliminated due to little need.	lin.ft.	160	0	100.0% underrun
44.	Type 2 Barricade Barricade for detour vacinity station 1215 eliminated as contractor was able to remove the bridge without the detour construction. Contractor installed 104 ft. at station 1222±50± for bridge construction which we purchased to retain it there for traffic protection after their project was completed.	lin.ft.	400	104	74.0% underrun
45.	Guard Rail-Salv. Barricade Barricade mentioned above was not salvaged due to traffic problem.	lin.ft.	400	0	100.0% underrun
46.	Salvage and Reinstall Guard Rail More guard rail was required in order to protect hazard areas.	lin.ft.	1,200	1,399.5	16.6% overrun

NO.	ITEM	UNIT	ORIGINAL QUANTITIES	FINAL QUANTITIES	% ±
47.	Salvage and Stockpile Guard Rail More guard rail was salvaged in order to provide for satisfactory traffic movements at connections.	lin.ft.	2,000	2,491.5	24.6% overrun
50.	Coarse Crushed Material in Base Detour planned at station 1215 was not required. Contractor removed the bridge without disrupting traffic flow.	Ton	44,000	37,980.60	13.7% underrun
51.	¾"-0 Material in Base Same as item # 50.	Ton	8,200	6,123.97	25.3% underrun
52.	Sprinkling Over-run primarily due to dust alleviation.	M. gal.	2,000	6,002.2	200.1% overrun
54.	¾"-0 Material in Binder Course Rate of application was slightly more than provided in specifications.	cu.yd.	240	261	8.8% overrun
55.	RC-800 Asphalt Same as item # 54.	ton	40	44.85	12.1% overrun
56.	Class "B" Asphaltic Concrete Due to wheather conditions a small amount of pavement was eliminated on the Frontage right near station 1215±. and detour was eliminated station 1215 ± .	ton	3,550	3,446.64	2.9% underrun
61.	Structural Excuvation Some of the footings on structures were raised from plan elevations.	cu.yd.	2,700	2,072.83	23.2% underrun
62.	Structural Excuvation Below Elev. Shown Pile supported footings constructed as per plans. Spread footings constructed higher than plan elev with the exception of one footing thus greatly reducing Excuvation Below Elev. Shown.	cu.yd.	300	2.3	99.2% underrun
63.	Furnish 10" BP 42# Steel Piling Low bearing attained with original order length thus requiring extra lin. ft. as well as 3 field splices in order to satisfy bearing requirements.	linft.	125	143	14.4% overrun
64.	Furnish Untreated Timber Piling Due to an engineering error, three piling were driven out of position. Footings were redesigned by Salem Bridge Office but additional piling were needed nevertheless.	lin.ft.	3,600	3,780	5.0% overrun
65.	Furnish Treated Timber Piling Error in original order list. Two piling emitted in specs. Shown ok in plans.	lin.ft.	3,790	3,870	2.1% overrun
66.	Drive Steel Piles As planned.	ens	5	5	0.0%

NO.	ITEM	UNIT	ORIGINAL QUANTITIES	FINAL QUANTITIES	% ±
67.	Drive Timber Piles See items 64 & 65	one	138	143	3.6% overrun
68.	Splice Steel Piles See Item # 63.	one	1	3	200.0% overrun
71.	Class "A" Concrete In Walls and Pedn West Retaining wall shortened thus reducing volumn of concrete.	cu.yd.	330	311.2	5.7% underrun
74.	Metal Reinforcement in Walls See item # 71.	lb.	40,500	39,257	3.1% underrun
77.	Preparation of Slopes	sq. yd.	450	433	3.8% underrun
78.	Concrete Slab Rip Rap	sq.yd.	450	433	3.8% underrun
79.	Treated Timber in Place	M.fbm	75	73.99	1.3% underrun
80.	8-inch Metal Drain Pipe Drain pipe at Jaymar revised to take advantage of natural drainage flow line thus greatly reducing length of pipe.	lin.ft.	170	132	22.4% underrun

ANTICIPATED ITEMS

Item	ORIGINAL	FINAL	% ±
E.W.O. #1. Flagging Extremely heavy traffic due to the world Fair, and due to the nature of excavations, more flagging was required.	$ 12,000.00	$ 26,276.02	119.0% overrun
S.F.O. #3. Seeding & Mulching Wind, and unstable slopes necessitate more expense than originally anticipated.	$ 3,400.00	$ 11,155.61	228.1% overrun
E.W.O. #3. Temporary Signing Original allowance was insufficient due to extensive signing at three interchanges, and other connections to the highway.	$ 1,000.00	$ 3,987.63	298.8% overrun

ITEM		ORIGINAL	FINAL	% ±
Adjust Utilities		$ 10,300.00		
E.W.O. #2.	Adjust Water Lines Due to expensive rock excavation and difficulty in maintaining service while contractor was blasting, original order was over-run. This required a supplemental order which was nearly the amount used.	$ 9,500.00	$ 9,332.76	1.8% underrun
S.F.O. # 1.	Adjust Water Lines City of Hood River has not submitted bills yet.	$ 1,200.00	$ 1,200.00	
S.F.O. # 2.	Adjust Power Poles Lump Sum	$ 943.15	$ 943.15	

UNANTICIPATED ITEMS

ITEM		ORIGINAL	FINAL	% ±
E.W.O. # 4.	Scale Bluffs This work was much more extensive than originally anticipated in order to make the slope safe to work on in Gun-iting. A supplemental work order was necessary.	$ 3,400.00	$ 3,346.97	1.6% underrun
E.W.O. #5.	Explore Cut Slopes Collecting drainage prior to guniting slope was difficult. Expense encountered exceeded the original order and a supplemental order was required.	$ 4,400.00	$ 4,376.62	0.5% underrun
E.W.O. #6.	Gunite Cut Slopes Preparation of slope & placement of wire mesh was done from scaffolds. This work was extremely expensive, and a supplemental order was necessary.	$ 7,800.00	$ 7,727.49	0.9% underrun
E.W.O. #7.	Extra Clearing & Exc. Although the quantity of material involved in this operation was greater than anticipated, the cost under-run due to exceptional operators and organization.	$ 73,000.00	$ 63,669.92	12.8% underrun
E.W.O. #8.	Storm Sewer An excess of excavation was required due to unstable sand encountered in trench excavation.	$ 5,000.00	$ 5,856.42	17.1% overrun
P.A. # 1	Adjust Catch Basins As Planned.	2	2	
P.A. # 2.	Adjust Mail Boxes It was not necessary to adjust three mail boxes which were originally anticipated.	10	7	30.0%

	ITEM	ORIGINAL	FINAL	% ±
P.A. # 3.	Gunite Cut Slopes Irregularity of the slope caused from sloughage made it necessary to fill depressions with gun-ite. Another area Station 1090 ±Rt. was added by mutual agreement.	113	182.9	61.9% overrun
P.A. #4.	Additional Exc. It was difficult to anticipate the quantity of unstable material when the agreement was made.	35,000	54,860.5	56.7% overrun
P.A. #5.	Guide Posts Some of the old guide posts which were salvageable were re-used.	150	125	16.7% underrun
P.A. #6	Preparation of Slopes	115	114.6	0.3% underrun
	Conc. Slab Rip Rap	115	114.6	0.3% underrun
	Conc. in Toe Wall Almost as estimated.	3	2.9	3.3% underrun
P.A. # 7	Sal. & Stockpile C.M.P. A portion of material salvaged was damaged excessively.	594	528	11.1% underrun
S.F.O. #4	Rental of Toll Bridges Almost as estimated.	$ 10,800.00	$ 10,721.66	0.7% underrun
S.F.O. # 5	Neighbors of Woodcraft As estimated.	$ 210.84	$ 210.84	
Engineering	Engineering was over-run very nearly the same as project overrun.	$ 132,440.64	$ 141,000.00	6.5% overrun

RECEIVED
NOV 8 1963
FOR FILING
6020

November 7, 1963

The Aetna Casualty & Surety Co.,
Portland Service Department
300 Yeon Bldg.,
Portland 4, Oregon

Gentlemen:

Semi-final payment on contract #6020 for grading-structures on the Mitchell Point-Hood River Section of the Columbia River Highway in Hood River County, will be released to the contractor, Peter Kiewit Sons' Co., after November 15, 1963.

This payment of $31,445.93 reduces the retained percentage to $50,854.55.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: Peter Kiewit Sons' Co.,
P. O. Box 1777
Vancouver, Washington

cc: C. H. Maison
Attn.: John Herr

RECEIVED
NOV 6 1963
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

November 4, 1963

Original signed by
T. Dec
Eng. Coordinator

T. Dec, Assistant Division Engineer
08-35.4-DA Salem, Oregon

Oregon Projects I-80N-2(25)56 & I-80N-3(28)61
Mitchell Point-Hood River Section
Columbia River Highway
Order for State Force Work No. 3 - Supplemental
New total estimated amount $11,150.00
Federal participation $10,035.00

Reference is made to your letter dated October 30, 1963 concerning subject supplemental order.

We are approving the use of State Forces as being in the public interest in accordance with PPM 21-6.3 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has trained men and specialized equipment to perform the work most economically.

3. The amount of the work is too small to warrant a separate contract.

Reimbursement will be made on an actual cost basis.

NOTED
LLOYD P. SHAW

RECEIVED
NOV 8 1963
OFFICE OF
STATE HIGHWAY ENGINEER

Original to Jones with attach.
dc 11-6-63

RECEIVED
OCT 31 1963
FOR FILING
6020

October 30, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 3-supplemental, Account No. 224-236, covering overrun of seeding and mulching on the Mitchell Point-Hood River Section of the Columbia River Highway in Hood River County, Contract No. 6020, in connection with Federal Aid Project Nos. I-80E-2(25)56 and I-80E-3(28)61.

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The State has the necessary special equipment to do the work more economically than by separate contract.

Your approval of this order on actual cost basis under the provisions of PPM 21-6.3 is requested.

The total estimated amount of the order is $11,190.00, with Federal participation of $10,035.00.

Due to excessive wind erosion it was necessary to use a roller to imbed the seed and mulch at considerable expense.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:jb
Enc.

Form No. B-312-Rev. 4-46

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DEC 5 - 1963
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

Report on Expected Over-run of Project Authorization

Project Name Mitchell Point - Hood River Date October 18, 1963

Highway Columbia River Contract No. 6020

County Hood River Kind of Work Grading & Structures Contractor Peter Kiewit Sons' Co.

Contract Amount $1,628,808.00

Expected over-runs and under-runs in contract items:	Quantity	Unit Price	Amount
Major items, itemized:			
#3 General Excavation	25,659	0.70	$ 17,961.30
#8 Furnish & Place Topsoil	9,966.5	1.50	14,949.75
#50 Coarse Cr. Mat. in Base	(-6,019.40)	2.30	(-13,844.62)
#51 3/4-0 Mat. in Base	(-2,076.03)	2.50	(- 5,190.08)
#52 Sprinkling	4,002.2	2.20	8,804.84

Minor items, unitemized algebraic total ($-7,802.24)

Subtotal $14,878.95

Approved work orders (Price, extra work and state force orders) $188,873.24

Expected over-runs and under-runs in work orders: Amount

Major items, itemized:

P.A. #4	$ 13,860.00
E.W.O. #7	($-10,882.81)

Minor items, unitemized algebraic total $ 8,419.37

Subtotal $11,396.56

Authorization for engineering $132,440.64

Expected over-run or under-run of engineering authorization $8,559.36

Costs not included above (explain) $

Allowance for future contingencies (_____% of work remaining) $

Credits to come from transfers and deductions $

Present estimate of project cost $1,984,956.75

Brief Statement of principal causes of over-run:

INSTRUCTIONS

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$1,862,446.50
Present estimate of project cost	$1,984,956.75
Expected over-run (Amount)	$122,510.25
Expected over-run (per cent)	6.58%

Space to right of this line is for use of Salem office.

Submitted by: _____ Resident Engineer

Confirmed by: Dean Durgt Division Engineer

Noted by: _____ Construction or Bridge Engineer

Noted by: _____ Assistant State Highway Engineer

State Printing 86719

FORM E-50 50M 8-63 49607

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Hood River, Oregon
October 16, 1963

To: Mr. Dean Swift
Division Engineer
Bend, Oregon

SUBJECT: Over-run of project Authorization
Mitchell Point - Hood River
Peter Kiewit Sons' Co.
Contract # 6020

Herewith is a report of Expected over-run of authorization on the subject project. It was impossible to submit this report before our final figures were obtained because the small amount of excess of the 5% allowable over-run might be absorbed in a possible under-run of bond.

Since this is being submitted with the Semi-Final Estimate, I am enclosing copies of the letter of over & under-runs.

No additional contingencies will be required since the project is completed except for a small amount of seeding & mulching, a utilities bill from the City of Hood River, and a small amount of engineering.

Glenn A. Starkey
Resident Engineer

FORM E-1 (REV. 8-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER:

WEEK ENDING: October 18, 1963

SECTION: Mitchell Point - Hood River

SECTION PREFIX: 614-1047

HIGHWAY: Columbia River

COUNTY: Hood River

NAME OF JOB: Mitchell Point - Hood River

KIND OF WORK: Grading & Staructures

CONTRACTOR: Peter Kiewit Sons' Co.

CONTRACT NUMBER: 6020

FEDERAL AID PROJECT NUMBER: I-80N-2(25)56 & I80N-3(28)61

DATE OF CONTRACT: January 19, 1962

DATE WORK STARTED: February 19,1962

ESTIMATED COMPLETION DATE:

AVERAGE FORCE ON PROJECT FOR THE WEEK:
MEN: SUPERVISION:

SPECIFIED WORK DAYS: 180 +24 Ext. = 204

WORK DAYS USED: 199

PROJECT AUTHORIZATION: $ 1,862,446.50

ENGINEERING AUTHORIZATION $ 132,440.64

PERCENT OF TIME ELAPSED: 97.5%

EXCLUSIVE OF ENGINEERING: $ 1,730,005.86

ENGINEERING COST TO DATE $ 139,000.00

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINFERING: $ 1,843,956.75

PERCENT OF AUTHORIZATION 100% %

100%

ESTIMATED PERCENT: OVERRUN / UNDERRUN . . . 6.6 %

DATE PROJECT WAS COMPLETED: July 24, 1963

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
~~100%~~	100%	100%	100%	100%	100%		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	5.4				
MILES PARTIALLY COMPLETED					
MILES COMPLETED	5.4				
TOTAL ESTIMATED QUANTITIES (CONTRACT)	1,185,000	52,200			3,500
TOTAL QUANTITIES CORRECTED TO DATE	1,265,519.5	44,104.57			3,446.64
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	1,265,519.5	44,104.57			3,446.64
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			
MONDAY	Cloudy		
TUESDAY	Clear		Holiday
WEDNESDAY	Clear		
THURSDAY	Clear		Noted M. N. Juve
FRIDAY	Clear		
SATURDAY			

NOTED
JOHN R. OAKES

CONSTRUCTION DIVISION
RECEIVED
OCT 21 1963

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

We plan to submit semi-final estimate the first part of next week.

This will be the last weekly report on this project.

SIGNED A. L. Starkey

ADDRESS P.O. Box 617, Hood River, Ore on 97031

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

RECEIVED
AUG 29 1963
FOR FILING

I-80N-2(25) 15

6020

August 29, 1963

Peter Kiewit Sons' Co.,
P. O. Box 1777
Vancouver
Washington

Gentlemen:

The State Highway Commission, at its meeting on August 29, 1963, discussed with the Engineer your request for an extension of time on contract #6020. You requested 24 additional workdays within which to complete the grading-structures on the Mitchell Point-Hood River Section of the Columbia River Highway in Hood River County, without assessment of liquidated damages.

After considering the report, recommendation of the Engineer, and other available information, the Commission granted your request for 24 additional workdays without assessment of liquidated damages.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: Dean Swift
Glenn Starbuck
F. D. Morgan
Bureau of Public Roads
L. H. Young
C. H. Malson

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AUG 5 - 1963
FOR FILING
6020

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

August 2, 1963

Mr. A. W. Parsons, Division Engineer
U. S. Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Re: Pipe Line Permit
Clarence E. Cranmer
Interstate #80N Highway
Project No. I-80N (2(25)56)

Dear Sir:

Enclosed are three identical copies of a permit we propose to issue to Mr. Clarence E. Cranmer, covering a 2-inch water pipe line he proposes to construct along the south frontage road of Interstate Highway No. 80N, Mitchell Point-Hood River Section, near Hood River, which will connect with an existing Jewett Water System concrete box.

If the permit as prepared meets with your approval, will you please so indicate on the executed copy of the permit and return same for our files. The two conformed copies of the permit are intended for your use.

Very truly yours,

G. W. Ross
Director of Permits

By
/s/ J. F. H.

John F. Hagemann
Utilities Permit Engineer

NOTED
TOM EDWARDS

Encls.
mg

cc: Mr. Tom Edwards

RECEIVED
AUG 21963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 30 1963
FOR FILING

July 30, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on July 24, 1963, on Contract No. 6020, Mitchell Point - Hood River Section, in Hood River County, in connection with Federal-Aid Project No. I-084-2(25)56, I-084-3(2?)61.

We request that your office inspect the contract work and return a signed copy of this letter indicating acceptance or listing below any items or conditions of the contract which would prevent your final acceptance of the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By L. H. Young

L. H. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement

Date:_____

Conditions noted on above date:

A. W. Parsons
Division Engineer

cc: H. A. Cox

DBP:pac

RECEIVED
JUL 23 1963

FOR FILING

6020

July 22, 1963

Oregon State Highway Commission

Request for Extension of Time
No. 1
August 29, 1963 meeting

Gentlemen:

We have received a request for an extension of time from Peter Kiewit Sons' Company, contractor on the Mitchell Point-Hood River Section of the Columbia River Highway in Hood River County, Contract No. 6020. The request is for an additional 24 days based on extra time required to complete slide removal work done by Extra Work Order and Price Agreement.

This work had to take precedence over the regular contract work in order to reopen the highway following the slide and to alleviate a hazardous condition to the traveling public. Between October 3, 1962, when the slide occurred, and November 30, 1962, when the corrective work was completed, 24 workdays had been charged.

We, therefore, recommend an increase of a total of 24 workdays without the assessment of liquidated damages. We have Bureau of Public Roads' concurrence.

This matter will be presented to you at the August 29 Commission meeting for your consideration.

Very truly yours,

Forrest Cooper
State Highway Engineer

Encl.

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
C. H. Maison

RECEIVED
OCT 9 1963

FOR FILING

6020

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

#1

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6020 Contractor Peter Kiewit Sons' Co.

Highway Columbia River

Section Mitchell Point - Hood River

Kind of Work Grading & Structures

It is recommended that the request for increase in the number of workdays within which to complete said contract be [redacted] GRANTED. The reasons for such recommendation are as follows:

See Attached Letter

APPROVED BY HIGHWAY COMMISSION
DATE Aug. 29, 1963 for 24 added workdays
J. Lloyd Kinney
Secretary

Recommended for Approval:

Dean Swift
Division Engineer

H. L. Hoeksema
Construction Engineer or Bridge Engineer

Lloyd R. Stewart
ASSISTANT
State Highway Engineer

Contract No.	6020
Federal Project Project designation	I-80N-2(25)56 I-80N-3(28)61
Date awarded	January 19, 1962
Work started	February 19, 1962
Per cent completed	97% June 20, 1963 (Date)
No. of Workdays Allowed	180
No. of Workdays Used	176
No. of Added Workdays Requested	24

B—810 (Rev.)—934—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date June 20, 19 63

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 180 days to 204 days, within which to complete our Contract No. 6020, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: Reference Serial Letter V-8 of Oct. 10, 1962. Dates of workdays charged from Oct. 22, 1962 through Nov. 29, 1962.

The rock slide in the vicinity of station 1040 (which was both force account and additional work under the contract) required that we concentrate our efforts here with the result that very little contract work was accomplished during this period.

Respectfully submitted,

PETER KIEWIT SONS' CO.
Contractor

By Edward C. Lynch
Edward C. Lynch

CONSENT OF SURETY

Date June 20, 19 63

We, PETER KIEWIT SONS' CO.'S SURETY - THE ÆTNA CASUALTY AND SURETY COMPANY, Hartford, Connecticut, as surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

O. D. Shead — Attorney-in-fact Resident Vice-President

Carol Ginter, Resident Asst. Secty.
(SEAL)

Paul R. Ratliffe — Resident Agent

FORM CD-121 (9-22-59)
(PRES. BY A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street N. E.
Salem, Oregon

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

DATE: July 18, 1963

FROM : A. W. Parsons
Division Engineer
Salem, Oregon

SUBJECT: Oregon Projects I-80N-2(25)56 and I-80N-3(28)61
Mitchell Point - Hood River Section
Columbia River Highway

We concur in the recommendation made in Mr. Shaw's letter dated July 11, 1963 that the time for completion of subject projects be extended 24 days, without penalty.

RECEIVED
JUL 19 1963
OFFICE OF
STATE HIGHWAY ENGINEER

Copy To Morgan
7-22-63

July 11, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Re: Request for Time Extension
Mitchell Point-Hood River Section
Columbia River Highway
Projects I-80N-2(25)56
I-80N-3(28)61

Dear Sir:

We have received from Peter Kiewit Sons' Company, contractor on the subject project, a request for in increase of 24 days in which to complete the project.

The reason for this request is due to unanticipated additional work performed by Extra Work Order and Price Agreement in the removal of slide material which caused a two-day closure of the highway. Work on this slide caused the contractor to divert the major part of his effort to this work, rather than regular contract work, because of hazard and inconvenience to the traveling public. Between October 4 and November 30, 1962, the contractor was charged 24 workdays when the majority of his operations were directed to the slide removal work.

It is the recommendation of this office that the request be granted.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

cc Forrest Cooper
F. D. Morgan
L. H. Young
C. H. Maison

JFP:db: ajw

FORM E-20 SOM 11-61 40280

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 2, 1963

To: Mr. Lloyd P. Shaw
Ass't State Highway Engineer
B U I L DI N G

SUBJECT: Extension of Time
Mitchell Point-Hood River Section
Columbia River Highway
Contract No. 6020

Attached is a request from Peter Kiewit Sons' Company, contractor on this project, for an increase of 24 workdays without the assessment of liquidated damages.

The reason for this request is based on unanticipated additional work performed under Extra Work Order No. 7 and Price Agreement No. 4. A rock slide on October 4, 1962 caused a two day closure of the highway, causing the contractor to divert the major portion of his effort to corrective work under the force account work as above noted. During the period between October 4 and November 30, the contractor was charged 24 workdays, but the major part of his operations had to be directed toward the slide removal and corrective work.

It is recommended that an additional 24 workdays be allowed. The Bureau of Public Roads Area Engineer concurs with this recommendation. Rough drafts of letters to the Bureau of Public Roads and Commission are attached.

F. D. Morgan
Construction Engineer

by

G. L. Decker
Ass't Construction Engineer

DES:db
Attachs.

RECEIVED
JUL 3 1963
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-80 50M 8-60 40607

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Hood River, Oregon
June 27, 1963

To: Mr. Dean Swift
Division Engineer
Bend, Oregon

SUBJECT: Mitchell Point - Hood River
Grading & Structures
Contract #6020
Peter Kiewit Sons' Co.

To further clarify my letter of June 25, 1963, in which I recommended that the 24 day time extension be granted to the subject contractor, I wish to point out that the hazard to traffic caused by the slide made it necessary to divert his 5 yard shovel to this work immediately. Excavation below & around the danger area which was a large part of his remaining work could not be made without prolonging the danger to traffic. As force account work progressed, the contractor was able to progress to a limited degree on his normal contract work but certainly on less than 60 percent of normal production in my opinion.

Glenn A. Starkey
Resident Engineer

cc: Mr. Decker

FORM E-80 50M 2-62 40607

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Hood River, Oregon
June 25, 1963

SUBJECT: Extension of Time
Mitchell Point - Hood River
Columbia River Highway
Contract # 6020
Peter Kiewit Sons' Co.

To: Mr. Dean Swift
Division Engineer
Bend, Oregon

Herewith is a request for increase of number of workdays for the above contract, and copies of a leter dated October 10, 1962, calling attention to the conditions on which they are basing their claim.

The rock slide which caused a two day closure of the highway beginning October 4, 1962, caused the contractor to devert part of his equipment to this work under Extra Work Order # 7 And Price Agreement # 4. Total cost of this work was $99,626. This work in my opinion delayed his normal contract work due to diversion of his equipment, and difficulty in hauling past the obstruction.

Total work days possible during the period from October 4 to November 30 is 42 days. Eighteen days of this period, were not charged due to inclement weather, and holidays. The remainder of the period is 24 days. I recommend that the contractor be granted this extension.

At a meeting with the contractor last fall, need for additional time was discussed with Mr. Decker and Mr. Schwiesow of the Bureau of Public Roads.

Glenn A. Starkey
Resident Engineer

PETER KIEWIT SONS' CO.
CONTRACTORS
ESTABLISHED 1884
HOME OFFICE-OMAHA, NEBRASKA
P.O. Box 1777
VANCOUVER, WASHINGTON

October 10, 1962

RECEIVED
JUN 26 1963
OFFICIAL
DIVISION ENGINEER
BEND, OREGON

Mr. Glenn A. Starkey, Resident Engineer
Oregon State Highway Department
P.O. Box 617
Hood River, Oregon

Re: Mitchell Point-Hood River
Contract #6020, Job #3032
Serial Letter No. V-8

Dear Sir:

As a result of the rock slide and unstable ground conditions encountered in the vicinity of Station 1040 which require extensive Force Account work to correct, we will request an increase in time for performance of the contract. This requested increase will equal the workdays charged from the start of the Force Account work to its completion.

At the time of the rock slide, the key to the completion of the job was the rock excavation immediately below the slide and the utilization of the 88B shovel. The Force Account work has extended each of these and in addition, has delayed other work such as the hauling of topsoil.

Yours very truly,

PETER KIEWIT SONS' CO.

Edward C. Lynch

ECLips

cc: Res. Engr. (4)
Job
File

RECEIVED
JUN 3 - 1963
FOR FILING

June 3, 1963

Mr. A. M. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 6-Supplemental, covering the preparing of slopes for guniting on the Mitchell Point-Hood R. Section of the Columbia River Highway in Hood River County, Contract No. 6020, in connection with Federal-Aid Project No. I-80N-2(25)56.

Additional funds are necessary to stabilize slopes and prevent erosion and slides. This overrun was discussed in the field with the BPR Area Engineer, May 28, 1963.

The original order for this work was approved by the BPR, October 4, 1962.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. M. Young
Office Engineer

CT:bb

Enc.

RECEIVED
JUN 3 - 1963
FOR FILING

June 3, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2-Supplemental, covering the adjustment of water lines on the Mitchell Point-Hood R. Section of the Columbia River Highway in Hood River County, Contract No. 6020, in connection with Federal-Aid Project No. I-80N-2(25)56 and I-80N-3(28)61.

Additional funds are necessary to clear water lines for construction. They are privately-owned lines, located on private property, and it is the State's obligation to pay for the adjustment.

The original order was approved by the BPR, Feb. 19, 1963.

This supplemental order was verbally recommended for approval by the BPR Area Engineer, May 28, 1963.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CT:bb

Enc.

RECEIVED
MAY 31 1963
FOR FILING

F 030-3(11)

6060

May 29, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 4-supplemental covering sealing boulders from bluffs on the Mitchell Point-Hood River Section of the Columbia River Highway in Hood River County, Contract No. 6020 in connection with Federal-Aid Project Nos. I-80N-2(25)56 & I-80N-3(28)61.

More expense has been encountered in sealing boulders from bluffs than was anticipated. The overrun of this work was discussed in the field with the BPR Area Engineer.

The original order was approved by the BPR September 14, 1962.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. N. Young
Office Engineer

DBP:lb
Enc.

RECEIVED
MAY 31 1963
FOR FILING

May 29, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 5-supplemental covering exploration and drainage on the Mitchell Point-Hood River Section of the Columbia River Highway in Hood River County, Contract No. 6020 in connection with Federal-Aid Project Nos. I-80N-2(25)56 and I-80N-3(28)61.

Additional work is necessary to determine and place the type of drainage required in the cut between Stations 1044+50 and 1047+50. This work was discussed in the field with the BPR Area Engineer.

The original order was approved by the BPR September 14, 1962.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:lb
Enc.

RECEIVED
MAY 31 1963
FOR FILING

May 29, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1-supplemental covering State's share of flagging on the Mitchell Point-Hood River Section of the Columbia River Highway in Hood River County, Contract No. 6020 in connection with Federal-Aid Project Nos. I-80N-2(25)56 and I-80N-3(28)61.

Due to extremely heavy traffic and complexities of construction, additional funds are needed to handle traffic.

The original order was approved by the BPR February 20, 1963.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:jb
Enc.

RECEIVED
FEB 19 1963
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

I-5-N-3(21)-2
6021

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

Feb. 18, 1963

Mr. George F. Ogden
Rt. 3, Box 173
Hood River, Oregon

Dear Mr. Ogden:

This will acknowledge receipt of your letter dated February 15, 1963, in which you inquire as to the address of the insurance company that takes care of claims for blasting damage for Kiewit & Sons.

Such damage would normally be covered, if at all, by some form of liability insurance policy. In most instances, we are not apprised of the identity of our contractors' liability insurance carriers. Accordingly, we are unable to answer your question.

However, if you have a damage claim against the Kiewit Company, we suggest that you write to them. Their full name and address is Peter Kiewit Sons Co., P. O. Box 1777, Vancouver, Washington. Their home office is located at 1000 Kiewit Plaza, Omaha 31, Nebr.

Very truly yours,

L. I. LINDAS
Chief Counsel

By
ALAN H. JOHANSEN
Staff Attorney

AHJ:ks

cc: Floyd Query
Peter Kiewit Sons Co.,
P. O. box 1777
Vancouver, Wn.
L. I. Lindas

NOTED
FLOYD QUERY

Feb 15

Dear Sir. Hood River, Oregon.

RECEIVED

Wish you would give me the adress of the insurance Co. that takes care of the claims from Blasting damage for Kinney & Sons.

Yours Truly

George F. Gates
Route 2 Box 173
Hood River, Oregon

RECEIVED
FEB 13 1963
FOR FILING

ENN 2(32)52
6020

Salem, Oregon
February 15, 1963

Contractor's Payrolls
Mitchell Point-Hood River
Columbia River Highway
Contract 6020
Prefix 614-1047

Mr. F. D. Morgan
Construction Engineer
B u i l d i n g

Attention: G. A. Decker

Herewith are copies of subcontract payrolls for weeks ending January 4, January 11, and January 18. Attached to the payrolls is a copy of A. W. Parsons' letter and an enclosure received with his letter which shows, underscored, numerous requirements of the Bureau of Public Roads which were ignored by the contractor.

It is suggested that in addition to returning these payrolls to the Resident Engineer with instructions to properly advise his prime and subcontractors of their responsibility in such matters, that you also make clear the Resident's duty in the same regard.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

Attachments

cc R. L. Porter
L. H. Young

477 Cottage Street, N.E.
Salem, Oregon

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

February 20, 1962

Attention: W. Garrett

C. O. Polk, Division Engineer
OR-35.5 Salem, Oregon

Contractors' Pay Rolls - Interstate Projects

An explanation of some of the Labor Department's regulations pertaining to the employment of labor on Interstate construction projects is given below to aid you in the enforcement of their requirements.

1. The construction project number and contract number, together with the pay roll period, must be on each weekly pay roll. Pay rolls shall be numbered consecutively.

2. One copy of each weekly pay roll, signed by a representative of the contractor, shall be submitted to the Bureau on a weekly basis.

Suitable standard forms shall be used which shall include the Contractor's Weekly Statement (see Form PR-808 attached), and a Certification, similar to the following:

"This is to certify that this pay roll is correct and complete, that the wage rates contained therein are no less than the applicable rates contained in the wage determination decision of the Secretary of Labor attached to the contract for this project, and that the classifications set forth for each laborer and mechanic conform with the work he performed."

All information must be entirely legible. Pay roll copies may be of carbon or a like process but it is preferred that Thermofax or similar non-permanent processes be not used.

3. Each employee's address shall be shown either on the initial pay roll or on a separate list attached to the first pay roll on which his name appears.

MORE

4. Only actual hours worked shall be shown on pay rolls. Overtime shall be shown as such and not converted into straight time. Travel time shall be shown separately. The following must be shown on each weekly pay roll: straight and overtime hours worked each day, total hours, rate per hour (regular and overtime), total amount earned, and those deductions which are required and/or allowed by Federal, State or local statutes.

5. The classification shown for any worker must be complete and consistent with the work being performed and shall coincide with the classification for that type of worker on the wage determination schedule contained in the contract. A classification of "Laborer", "Truck Driver", etc., is not a specific, complete classification.

6. The hourly rate paid each worker shall at least equal the minimum wage rate listed on the schedule for his classification.

7. When an apprentice is shown on a pay roll, his apprenticeship number must be shown. Otherwise, he must be paid journeyman rates.

8. Subcontractors shall submit weekly pay rolls through the prime contractor.

9. When no work is performed, a statement shall be furnished indicating "No Work" for the period or periods in question. This statement may be on plain paper, if desired.

Attachments

MEM:dvs

477 Cottage Street, N.E.
Salem, Oregon

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

February 7, 1963

A. W. Parsons, Division Engineer
08-35.5 Salem, Oregon

Contractor's Payrolls
Oregon Project I-80N-2(25)56 & I-80N-3(28)61
Contract No. 6020

Payrolls submitted to this office for weeks ending January 4, January 11, and January 18, 1963 for Gun Crete Cement Co., subcontractor to Peter Kiewit Son's Co., prime contractor on subject projects do not conform to regulations. Our memorandum of February 20, 1962 explained in some detail payroll submission requirements on Interstate projects. A copy of this memorandum is attached for your ready reference.

The payrolls submitted by the above named subcontractor are deficient in practically every numbered paragraph of our letter of February 20, 1962. It is quite apparent that neither the prime contractor or the resident engineer on the project made even a cursory review before submitting thru channels to this office.

We are returning the subject payrolls for your review. They should not be returned to the subcontractor but the prime contractor should assume his responsibility that payrolls conforming to requirements are submitted as soon as possible.

Attachments

RECEIVED
FEB 14 1963
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

February 8, 1963

I-5W-2(25)56
I-5W-3(28)61
6020

T. Dec, Assistant Division Engineer
08-33.3 Salem, Oregon

Contractor's Payrolls
Oregon Projects I-80N-2(25)56 & I-80N-3(28)61
Contract No. 6020

With our letter of February 7, 1963, we returned payrolls submitted by Gun Crete Cement Co., subcontractor on the subject projects.

Attached are payrolls submitted for the weeks ending December 7 and 14, 1962. We have not received payrolls for the weeks ending December 21 and 28, although the regulations require payrolls be submitted within 7 days after the payroll period.

We now need payrolls conforming to requirements for the weekly periods December 7 thru January 18, 1963.

Attachments

RECEIVED
FEB 11 1963
OFFICE OF
STATE HIGHWAY ENGINEER

original To Young
with attachments
2-14-63

NOTED
LLOYD P. SHAW

FORM CO-12
9-52-59

RECEIVED
MAY 2 - 1963
FOR FILING

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: February 6, 1963

6020 AW

Edwards

FROM : A. W. Parsons, Division Engineer
08-35.4-DA Salem, Oregon

SUBJECT: Oregon Project I-80N-2(25)56
Mitchell Point-Hood River Section
Pipe Line Permit - Northwest Natural Gas Co.

Mr. Huffman's letter dated January 25, 1963 requested our approval of a permit to the Northwest Natural Gas Co. to allow a longitudinal utility installation on Interstate Highway rights of way between the 2nd St. and East Hood River interchanges.

Under the AASHO "Policy on the Accommodation of Utilities on the Natural System of Interstate and Defense Highways" dated 1959 Section 3 "No new utility installations shall be made along the Interstate Highway except along a frontage road outside the control of access lines. Exceptions may be made for extreme cases as covered by item (2)."

A further explanation of the policy is outlined in Mr. Swick's memorandum to Mr. French dated January 9, 1963. A copy is attached for your information.

We are returning all copies of your proposed permit without our approval.

Attachments

NOTED
REPORTER

RECEIVED
FEB 7 1963
STATE HIGHWAY ENGINEER

FORM CD-121 (9-22-58)
(PRES. BY A.O. 206-10)

UNITED STATES GOVERNMENT

C O P Y

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

Memorandum

TO : Mr. B. M. French, Regional Engineer
00-00.7 Portland, Oregon

DATE: JAN. 9, 1963

FROM : E. H. Swick, Director of Right-of-Way and Location
39-30 Washington, D. C.

SUBJECT: Longitudinal Utility Installations on Interstate Highways

Your memorandum of November 14 refers to your memorandum of July 25 and requests a clarification of policy with respect to the location of utilities on Interstate right-of-way when State statutes expressly grant authority to so locate utilities.

Under the Federal-aid legislation the Bureau of Public Roads must apply standards for the Interstate System uniformly throughout the nation. In furtherance of this objective the Bureau has accepted several AASHO policies. "A Policy on Accommodation of Utilities on the Interstate System" and "A Guide for the Application of Frontage Roads on the Interstate System" are applicable to the subject matter.

The frontage road guide determines where frontage roads may be provided. They cannot be provided for the sole purpose of providing space for or a means of servicing utility lines. When frontage roads are provided, utility lines may be installed longitudinally along the Interstate highway between the control of access line and the right-of-way line adjacent to the frontage roads. Where frontage roads are not provided, new utility installations along the Interstate highway are not to be permitted. To provide a strip not needed for highway purposes between the right-of-way and control of access lines for the purpose of accommodating utility lines is not realistic. This strip cannot be part of the highway right-of-way and the right-of-way line should be at the control of access line. The cost of the strip is not eligible for Federal-aid participation.

A State statute granting authority for utilities along all highways does not change the Administrator's responsibility. In the Iowa case a utility had obtained an order from the State Commerce Commission, the equivalent of a utilities commission in other States, yet the Administrator wrote the Highway Commission advising that if the utility along the Interstate highway is constructed he would have to advise the Commission that the highway was not in a condition of proper maintenance and after the statutory period of time withhold approval of all Federal-aid in the State until the utility line was removed.

The position taken by the Administrator in the Iowa case would also apply to any similar situation that may be encountered in any other State.

cc: J. Barnett
G. M. Williams
C. E. Mannerow

RECEIVED
JAN 2 1963
FOR FILING

FORM E-30X—50M—8-62 43909

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 28, 1962

SUBJECT: Neighbors of Woodcraft
Water Line
Mitchell Point-Hood River Section

To: Mr. Dean Swift
Division Engineer
State Highway Department
P. O. Box 1249
Bend, Oregon

NOTED
R. L. PORTER

The plan for adjustment of the Neighbors of Woodcraft water line as submitted with your letter of December 26 has been approved and will be included as a part of the surfacing contract to be done on an extra work basis.

F. D. Morgan
Construction Engineer

By
G. L. Decker
Assistant Construction Engineer

GLD:bjh

cc: R. L. Porter
Glenn Starkey

RECEIVED
DEC 28 1962
OFFICE OF
STATE HIGHWAY ENGINEER

2-5-3 C

FORM E-30X 50M 7-59 22128

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
December 26, 1962

SUBJECT: Neighbors of Woodcraft
Water Line
Mitchell Point-Hood River

To:

Mr. F. D. Morgan
Construction Engineer
State Highway Department
Salem, Oregon

Attention: Mr. G. L. Decker

On Tuesday of last week Glenn Starkey and myself met with Violet Lundstedt, Grand Guardian of Neighbors of Woodcraft at their home for the aged west of Hood River, to discuss matters relating to their home, as mentioned in your letter of December 13, 1962.

Her only concern was the adjusting of the three-inch water line to this home. This line became exposed when we made a necessary channel change at Station 1081+75, and was broken under our new fill, due to compaction. This break was fixed and we intended to place 90° ells in this pipe to bury it at the channel crossing; also, a 12-inch conduit was placed under the new construction to accomodate a new installation, when needed. After examining this pipe we found it in poor shape to withstand any stresses that might be set up due to the loads on the highway.

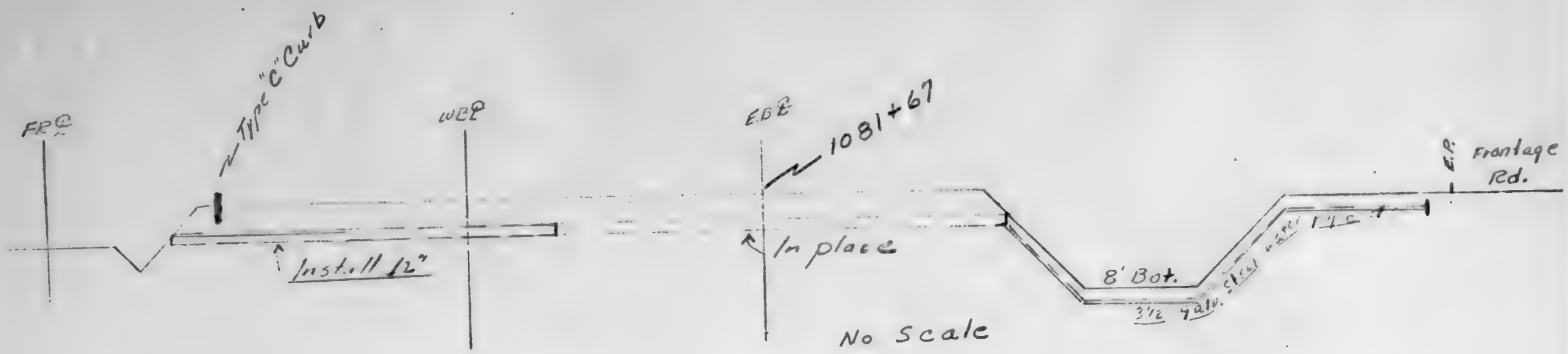
I recommend we include the work shown in red on the enclosed sketch, with the upcoming surfacing contract. This will alleviate any forseeable damage and satisfy the Neighbors of Woodcraft.

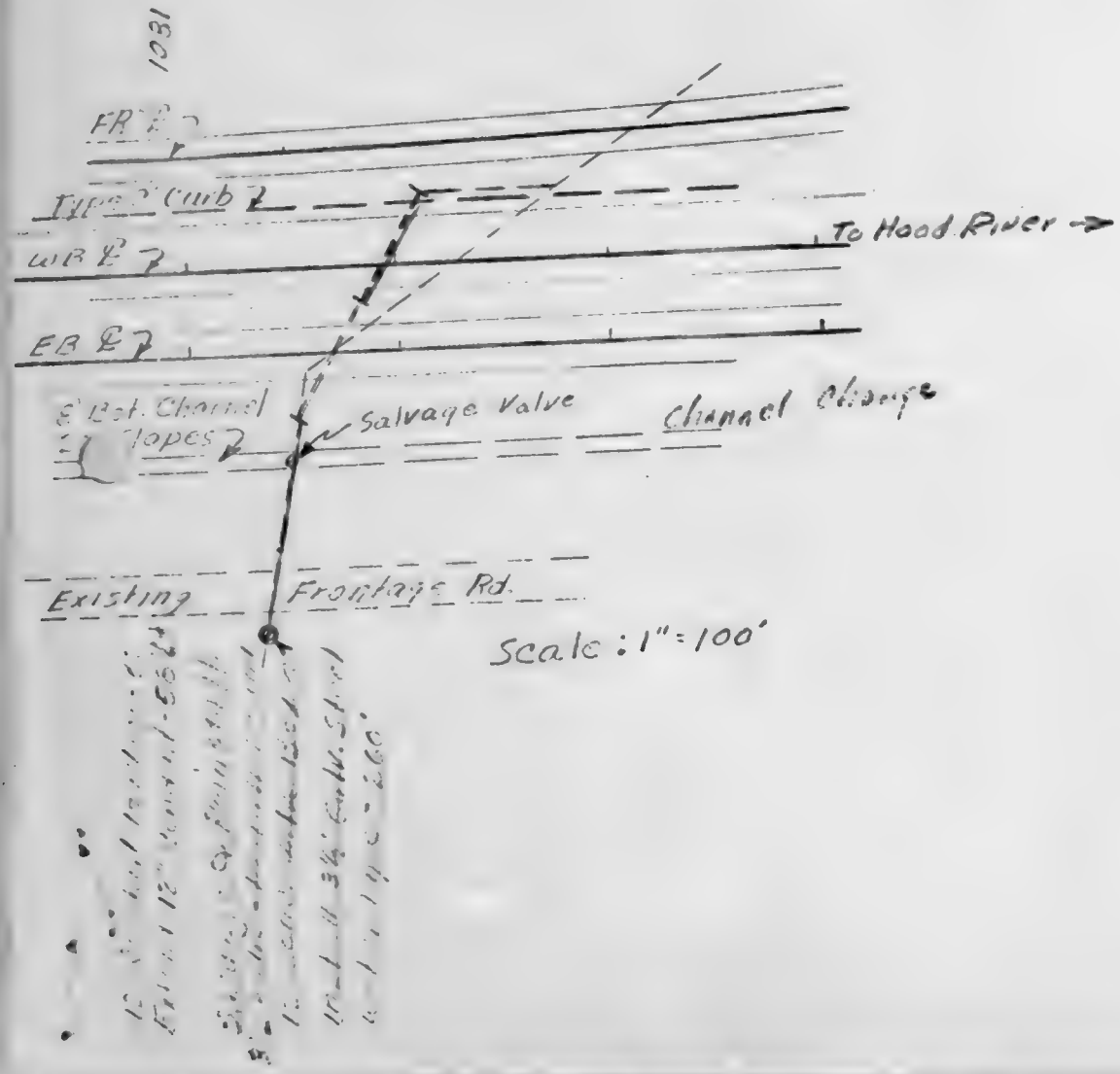
Dean Swift

DEAN SWIFT
Division Engineer

DS:me
Encl.

CONSTRUCTION DIVISION
DEC 27 1962
NOTED





Mitchell Point - Hood River
Columbia River Highway
Neighbors of Woodcraft
Water Line

(Work to be Performed
on Surfacing Contract)

RECEIVED
DEC 14 1962

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

I 2 N 3 (-) 17

6020

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

December 13, 1962

Mrs. Violet M. Lunstedt
Grand Guardian
Neighbors of Woodcraft
1410 S. W. Morrison Street
Portland 5, Oregon

Dear Mrs. Lunstedt:

Your letter of December 7 to Mr. Morgan requested that a representative of the Highway Department meet with you to discuss certain matters pertaining to the Neighbors of Woodcraft Home at Hood River, as it is affected by new highway construction.

We have asked our Area Field Engineer to arrange this meeting and you will be contacted in the very near future.

Inconveniences resulting from highway improvements are sometimes unavoidable, and we regret any occurrence in this instance. You can be assured every reasonable effort will be made to restore facilities to your satisfaction.

We appreciate having this matter called to our attention.

Very truly yours,

F. D. Morgan
Construction Engineer

By
G. L. Decker
Assistant Construction Engineer

NOTED
R. L. PORTER

GLD:bjh

cc: R. L. Porter
Dean Swift
Glenn Starkey

RECEIVED
DEC 14 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 20 1962
FOR FILING

R. L. Porter

APS TDL 72 11-19-62 1023AM

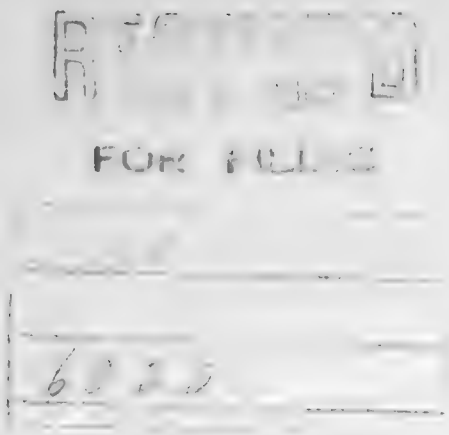
ALL POINTS

THE COLUMBIA RIVER HIGHWAY, US 30, WILL BE CLOSED TO TRAFFICE WEDNESDAY, NOVEMBER 21ST FROM 9:30 AM TO 10:30 AM, DUE TO BLASTING. TRAVELING PUBLIC MAY DETOUR OVER THE BRIDGE AT HOOD RIVER AND CASCADE LOCKS AT THEIR OWN EXPENSE.

ATTEND

NOTED
R. L. PORTER

RECEIVED
NOV 19 1962
OFFICE OF
STATE HIGHWAY ENGINEER



NOTED
TOM EDWARDS

APS TDL 40 11-8-62 2047E

ALL POINTS

ORE. 35, MT. HOOD LOOP HIGHWAY WILL BE CLOSED FRIDAY, NOVEMBER 9, 1962 FOR 8 HOURS BEGINNING AT 8:00 AM. THIS LXX CLOSURE IS DUE TO BLASTING ON THE BPR CONTRACT.

ATTEND 10 miles South of Mt. Hood Post Office

NF [redacted]

1.-DS.009 [redacted]

Copy to Tom Edwards

RECEIVED
NOV 9 1962
STATE HIGHWAY ENGINEER

RECEIVED
NOV 7 1962
OFFICE OF
STATE HIGHWAY ENGINEER

APB TDL 19 11-5-62 316PM

ALL POINTS

US 30, COLUMBIA RIVER HIGHWAY, 3 MILES WEST OF HOOD RIVER WILL BE CLOSED TO TRAFFIC FROM 9:30 AM TO 11:00 AM TUESDAY, NOVEMBER 6, 1962 DUE TO BLASTING. TRAFFIC MAY DETOUR OVER THE CASCADE LOCKS BRIDGE AND HOOD RIVER BRIDGE AT THEIR OWN EXPENSE.

ATTEND

:,.--.OS.

Porter

NOTED
R L [illegible]

RECEIVED
OCT 31 1962
FOR FILING

APB TDL 140 10-30-62 1121AM

ALL POINTS

US 30, COLUMBIA RIE XXX RIVER HWY, 3 MILES WEST OF HOOD RIVER WAS OPEN TO TRAFFIC THIS DAT AT 10:45 AM.

ATTEND
AF
&.

RECEIVED
OCT 31 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 30 1962
FOR FILING

October 30, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 7 covering pioneering of potential slide area on the Mitchell Point-Hood River Section of the Columbia River Highway in Hood River County, Contract No. 6020, in connection with Federal-Aid Project No. I-80N-2(25)56.

Additional clearing, flagging and pushing rock mixed with soil to highway level so normal earth-moving equipment can be used as necessary for slide removal is required. The additional material will be moved under P.A. No. 4 at contract bid prices.

This work was verbally recommended for approval by the BPR Area Engineer on October 4, 1962. Your approval as of that date is requested. The Field has been authorized to proceed as an emergency measure.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CT:mmb
Enc.

RECEIVED
OCT 30 1962
FOR FILING

I-80N-2(25) 56

6020

6020

APB TDL 135 10-29-62 1120AM

ALL POINTS

US 30, COLUMBIA RIVER HIGHWAY, THREE MILES WEST OF HOOD RIVER WILL BE CLOSED TO TRAFFIC 10-30-62, BEGINNING AT 9:20 AM FOR APPROXIMATELY ONE AND ONE-HALF HOURS DUE TO BLASTING. TRAFFIC MAY DETOUR OVER BRIDGE OF THE GODS AT CASCADE LOCKS AND HOOD RIVER-WHITE SALMON BRIDGE AT HOOD RIVER.

ATTEND

AF
3.--.0S.

R/M

RECEIVED
OCT 29 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 26 1962
FOR FILING

6021

October 25, 1962

Mr. A. M. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 6 covering the preparing of slopes for gunniting on the Mitchell Point--Hood River Section of the Columbia River Highway in Hood River County, Contract No. 6020, in connection with Federal-Aid Project No. I-80N-2(25)56.

This work is necessary to stabilize slopes and prevent erosion and slides. The gunniting will be done on P.A. 3.

This work was verbally recommended for approval by the BPR Area Engineer October 4, 1962. Your approval of the order as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CT:mmb
Enc.

RECEIVED
OCT 25 1962
FOR FILING
I-80N-3(
6020

9

October 24, 1962

Mr. I. B. Duncan
13505 S. E. River Road
Portland 22, Oregon

Dear Mr. Duncan:

Reference is made to your letter of October 22 concerning the closure of the Columbia River Highway westerly of Hood River.

It has been necessary to close this section of highway on several occasions due to construction between Mitchell Point and Hood River. Most of the closures have been of comparatively short duration and motorists were advised that if they did not care to wait, a bypass was available by the bridges at Cascade Locks and Hood River. Motorists were further advised that tolls were required at both of these bridges.

On October 4 a major slide occurred. It was soon apparent that the road would be blocked and that traffic could not pass safely for some little time. Because of this, the Highway Commission negotiated an agreement with the owners of the toll bridge facilities whereby both bridges were made toll-free from noon on October 4 to 5:30 p. m. on October 6.

The Highway Commission has not paid tolls at any time other than for the period mentioned.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Assistant State Highway Engineer

RLP:ajw

cc Forrest Cooper

REFERRED TO
Forest Cooper
BY SECRETARY

Portland, Ore
Oct. 22, 1962

Oregon State Highway Dept.
Salem, Ore.

Gentlemen -

Oct. 3rd I was on my way to Spokane. When I was stopped by a flagman at Cascade Locks saying the highway was closed and I would have to cross at Bridge of Gods. which I did and paid the 50¢ toll. I drove to the Hood river bridge and there I also paid a toll of 50¢ -

NOTED
L PORTER

Dear Sir

Neither "toll" collector offered me a receipt. However I was informed later that the state was picking up the tabs, as was mentioned in the Oregonian-

Yours truly

J B. Duncan

1355 S.E. River Rd.

Portland 22.

Ore —

Oct. 3rd-

about 10 a.m.

RECEIVED
OCT 23 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR PUBLIC
I-ON-2(35)56
6020

APR TDL 94 10-22-62 228PM

ALL POINTS

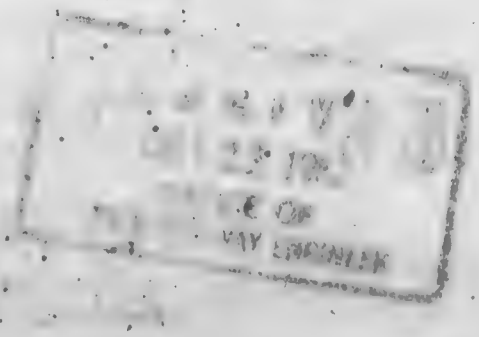
THE COLUMBIA RIVER HIGHWAY AT A POINT 3 MILLS WEST OF HOOD RIVER WILL BE CLOSED TO TRAFFIC FROM 9:20 AM TO 11:20 AM OCTOBER 23, 1962, DUE TO A BLAST.

ATTEND

AF

Public Relations notified.
cc Tom Edwards.

NOTED
TOM EDWARDS



RECEIVED
OCT 23 1962
FOR FILING

477 Cottage Street N.E.
Salem, Oregon

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

October 22, 1962

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Projects I-80N-2(25)56; I-80N-3(28)61
Mitchell Point - Hood River Section, Columbia River Highway
Seeding and Mulching - State Force Work No. 3

Reference is made to your letter dated October 16, 1962, concerning subject order.

We are approving the use of State Forces as being in the public interest in accordance with PPM 21-6.3 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has trained men and specialized equipment to perform the work most economically.

3. The amount of the work is too small to warrant a separate contract.

Reimbursement will be made on an actual cost basis.

original To Young
with attachment

copy To Morgan

10-23-62

NOTED
R. L. FOSTER

RECEIVED
OCT 16 1962
FOR FILING

October 16, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 3, Account No. 224-238, covering seeding and mulching on the Mitchell Point-Hood River Section of the Columbia River Highway in Hood River County, Contract No. 6020, in connection with Federal Aid Project No. I-80N-2(25)56, I-80N-3(28)61.

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The State has the necessary special equipment to do the work more economically than by separate contract.

Your approval of this order on actual cost basis under the provisions of PPM 21-6.3 is requested.

The total estimated amount of the order is $6,750, with Federal participation of $4,050.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mmb
Encl.

RECEIVED
OCT 12 1962
FOR FILING
I-80N-2(25)56
6020

AMXXXXXX-046F

MM MXNMX-047F SY013-PD SF 31 C-PRG

SAN FRANCISCO CALIF 10-3-62 0933U

E M FRENCH

BU OF PUBLIC ROADS PORTLAND OREGON

FURTHER REFERENCE OREGON I-80N-2(25(56 INVOLVING DETOUR OF TRAFFIC BECAUSE OF SLIDE. GENERAL COUNSEL HAS CONSIDERED THE QUESTION OF FEDERAL PARTICIPATION IN PAYMENTS BY STATE TO TOLL BRIDGES AND HAS RULED THAT SUCH ITEMS ARE NOT PROPERLY A COST OF CONSTRUCTION AND THEREFORE WOULD NOT BE ELIGIBLE FOR FEDERAL PARTICIPATION UNDER TITLE 23 SECTION 121.

CUNNINGHAM

I-80N-2(25(56 23 121

BM 0954U

NOTED
R. L PORTER

Act	Info		Init
		Div Engr	
		Eng Coord	
	✓	Dist Engr - A	
	✓	Area A Engr	
		Dist Engr - B	
		Area B Engr	
		Planning	
		Right of Way	
		Bridge Engr	
		Administrative	
		Maint	

W.H.B.

M

RECEIVED
OCT 12 1962
FOR FILING
I-80N-2(25)56
6020

[illegible] SPECIAL CALL 10-4-62

[illegible] BLACK & EVANS [illegible]

[illegible] SALEM [illegible]

CONFERENCE TELEPHONE CONVERSATION WITH ANDREWS OREGON SITUATION

RE FEDERAL PARTICIPATION OF INTERSTATE HIGHWAY IN COLUMBIA GORGE

AT [illegible] UNDERSTAND CONTRACTOR NOT RESPONSIBLE FOR OCCURRENCE OF

SLIDE. NO ADEQUATE DETOUR POSSIBLE THROUGH THE PROJECT UNTIL 24 TO

48 HOURS. ONLY FEASIBLE REROUTING OF TRAFFIC IS TO CROSS AND RECROSS

COLUMBIA RIVER ON TWO TOLL BRIDGES WITH INTERVENING TRAVEL OVER

WASHINGTON HIGHWAYS. OREGON NEGOTIATING WITH TOLL BRIDGE OWNERS FOR

TOLL FREE PASSAGE OF INTERSTATE TRAFFIC AT ESTIMATED $5,000 LUMP SUM

PAYMENT FOR 24 HOURS. QUESTION RAISED IS [illegible] OF PROVIDING

TOLL FREE SERVICE TO TRAFFIC AS A PART OF DETOUR FACILITY COST WITHIN

THE TERM "COST OF CONSTRUCTION" UNDER SECTION 121 TITLE 23. CONSIDERED

THAT WOULD BE THAT STATE ASSUMPTION OF TOLL LIABILITY IS A GRATUITY

FOR CONVENIENCE OF TRAFFIC, OTHERWISE VEHICLES SHOULD PAY THEIR OWN

TOLL CHARGES.

CUNNINGHAM

[illegible]

NOTED
PORTER

RECEIVED
OCT 11 1962
OFFICE OF
STATE HIGHWAY ENGINEER

[illegible]

[illegible]

[illegible]
[illegible]
[illegible]
[illegible]

[illegible]

NORTH VICTORIA & COLUMBIA GORGE SLIDE. STATE PAYMENT

[illegible] MOTOR ROUTE FOR INTERSTATE TRAFFIC

[illegible] TO REPAY COST OF CONSTRUCTION FUNDS IN

FOR FEDERAL PARTICIPATION [illegible] 23 USC 121.

DAVID S. BLACK
GENERAL COUNSEL

cc:
Mr. Allen
Mr. [illegible] to Mr. Christiansen
Reg. Adm. French Reg. 9 (4)
Files (2)
OGC
Chron
Contracts
Mr. Walters

AJWalters:ajf:10/8/82

[illegible] 4506 10/8 [illegible]

RECEIVED
OCT. 4 1962
FOR FILING
I-8CN:2 (25) 5C
6021

R L Porter

APR TDL 11 10-3-62 904AM

ALL POINTS

COLUMBIA RIVER HIGHWAY, US 30, WILL BE CLOSED TO TRAFFIC THIS DATE BEGINNING AT 9:00 AM (STANDARD TIME) FOR APPROXIMATELY 2 HOURS, DUE TO BLASTING, WITH A 20 TO 30 MINUTE DELAY FOLLOWING THE 2 HOUR PERIOD FOR CLEAN UP, BUT WILL LET TRAFFIC THROUGH FIRST.

GLENN A STARKEY

AF
--.s,.OS.

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OCT 3 1962
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I 80N 2(25)56
6020

R L Porter

APB CON 25 10-2-62 4:55

ALL POINTS

TRAFFIC DELAYED FOR AN INDEFINITE TIME THREE MILES WEST OF HOOD RIVER ON THE COLUMBIA RIVER HIGHWAY DUE TO CONSTRUCTION.

KLABOE
DB7,.:193+9(°.)+.01.0094.$-.03.

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 28, 1962

SUBJECT: Mitchell Point - Hood River Section
Gunite stabilization of earth seam under rock bluff

To:

F. D. Morgan
Construction Engineer
OFFICE

RECEIVED
OCT 1 1962
OFFICE OF
STATE HIGHWAY ENGINEER

ATTENTION: G.L. Decker

In reply to Mr. Klaboe's memo request to investigate further the idea of using a gunite cover to prevent erosion of the dirt seam under the rock bluff near station 1047 on the subject section, I have done two things as follows:

1. I traveled to the site with Mr. Decker and examined the condition again in company also with Resident Engineer Glenn Starkey. Nearly all disturbed material had been removed from under the slope and the in place condition of the material under the slope could be plainly observed. Little, if any, additional erosion had taken place since I observed the condition a week ago, even in the spots where springwater flows were concentrated. Starkey explained his plan for installing pipe outlets for the springwater, for sealing around the pipes to divert the water into them, for placing wire reinforcement within the gunite layer, and for keying footings into the slope at the bottom of the proposed gunite cover.

2. I telephoned Mr. Frank Beadle, Construction Superintendent for Pacific Power and Light Company, to ask how a gunite cover which had been placed on a cut slope in their Yale Dam spillway about 1953 had performed. He said that he had no reports that it was not satisfactory although he was not aware of its present condition. This gunite cover was also placed on a soft, broken and altered lava rock slope to retard erosion and also to retard seepage escapement around the spillway structure. I have seen gunite covers prescribed at other locations in dam construction, but not quite for the same reasons as it is needed here.

I understand that the cover on the sand seam in the lava rock slope just east of Arlington is a gunite application, and this appears to be quite satisfactory.

Concur with Yarbrough - Detail plan with P.A. and E.W.O. will be submitted soon.

CONST DIVISION
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SEP 28 1962
NOTED-Cc

Send copies & brief letter to Schuessler & Porter

M S Klaboe

Therefore, I am sure that the use of a gunite cover to provide surface stabilization is a generally satisfactory method, and I believe that Resident Engineer Starkey's plan to protect the soil seam from erosion by piping the springs and installing a gunite cover will probably serve the purpose very well.

I would like to caution about two things which were not covered in Starkey's description of his plan. One is that the skill of the gunite applicator is critical in obtaining a good job, and the use of a skilled operator on the work should be specified. Also, in Starkey's description of his plan there was no mention of curing the gunite cover which is also critical on account of the thin layer to be applied, and the finished surface is completely exposed unless special means are taken to cover it.

F. W. Yarbrough
Staff Assistant

FY:ch

cc: Dean Swift
Glenn Starkey

FORM B-502—500—9-58 40000

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 25, 1962

SUBJECT: Mitchell Point-Hood River Section

To:
MEMO TO THE FILES

Glenn Starkey called this date and advised that his estimate for the gunite operation proposed to stabilize a soft seam of rock is as follows:

113 Cubic yards of gunite which will provide a cover over the soft seam 4 inches in thickness at an estimated cost of $51.75 per cubic yard. Additional drainage costs, reinforcing steel and excavation costs bring the entire estimate for the work to a total of $11,600. For comparison, he has made a rough estimate of the cost of a high bin type retaining wall. A conservative estimate for such a retaining wall amounts to over $40,000.

We believe that the gunite operation can be successfully performed and will be adequate. However, I would like a little further investigation and opinion, and, by a copy of this letter, request Mr. Decker and Mr. Yarbrough to investigate the matter and provide me with their opinions.

F. B. Klaboe
Assistant Construction Engineer

FBK:fp

cc G. L. Decker
F. W. Yarbrough
Dean Swift
Glenn Starkey

RECEIVED
SEP 26 1962

FOR FILING

6.2.1

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 25, 1962

SUBJECT: Mitchell Point-Hood River Section

To:
MEMO TO THE FILES

During the past several weeks we have had under investigation a proposed change in a pumping station outfall near the Interstate Bridge approach. This matter was initiated by Mr. George Bartch of the Port of Hood River and we have had several discussions with him along the following lines;

1. The Port desires to obtain a clear title to a portion of land over which we have an easement to drain the water from the pumping station.

2. The Port had proposed that they pay us the costs of revamping our system so that it no longer drained on the parcel of land they desire title to listed under 1 above. This revision was estimated to cost approximately $5,000.

A nother member of the Commission, a Mr. Sherwood, has discussed the matter with Commissioner Fridley. Mr. Fridley in turn contacted Mr. Wright and requested that another meeting be held between members of our department and Mr. Sherwood. The purpose of this meeting would be to obtain the particulars of a new plan that Mr. Sherwood will propose. Mr. Fridley has requested that we give this new plan of Mr. Sherwood's every consideration. We have instructed our Resident Engineer in the area, Glenn Starkey, to immediately contact Mr. Sherwood and ascertain the particulars of this new plan and forward same to us for our review.

F. B. Klaboe
Assistant Construction Engineer

FBK:fp
cc G. S. Paxson
R. L. Porter
W. T. Wright
Dean Swift
Glenn Starkey

RECEIVED
SEP 26 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 25 1962
HWY ENGINEER 48500

FOR FILING

6020

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 24, 1962

To: MEMO TO THE FILES

SUBJECT: Pump Outfall, East Hood River Interchange
Mitchell Point-Hood River Section
Columbia River Highway
Hood River County
Contract No. 6020

On September 21, 1962, I met with Mr. Glenn Starkey, Resident Engineer, and Messrs. G. D. Bartch and L. C. Sherwood of the Port of Hood River Commission to discuss the proposed revision of the outfall from our pump installation at the subject location.

The tentative agreement, a copy of which is hereto attached, contains the terms exactly as has been proposed by Mr. Starkey in his discussions with the Port Commission. Mr. Bartch and Mr. Sherwood did not either endorse or object to any part of the proposed agreement, but said they would refer this to the Port Commission at a meeting early this week. Mr. Sherwood mentioned that Mr. Starkey's original proposal to the Commission had been satisfactory to all but one member, who thought that the estimated cost of $5,000 was too high. It was suggested to this individual by Mr. Sherwood that he contact Mr. Starkey for a further explanation of the estimated cost. Mr. Starkey stated, however, that he had not been contacted.

It was brought out by Mr. Bartch that Mr. K. N. Fridley, State Highway Commissioner, would be in Hood River to discuss this problem with them on Monday, September 24, 1962. They apparently wished to withhold comment until they had discussed this with Mr. Fridley.

Mr. Starkey stated that he would like a decision on this at the earliest possible date, since the contractor, Peter Kiewit Sons' Company, is desirous of finishing his work in this area as soon as possible.

At this time it appears we should await the decision of the Port Commission and then proceed accordingly.

ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

RECEIVED
SEP 25 1962
OFFICE OF
STATE HIGHWAY ENGINEER

TWL:bjh
Attach.
cc: G. S. Paxson
R. L. Porter
L. P. Lindas
H. S. Cox
Dean Swift
G. A. Starkey

G. S. PAXSON

/A/C. Draft for agreement with Hood River Port Commission
[illegible] Hood River Section
Columbia River Highway No. 2
Improvement of pumping station drain system

[illegible] the [illegible] and the State Highway Commission of the State of Oregon, hereinafter called the State, as follows:

1. The State shall prepare all plans and supervise the construction of said project. Attached hereto marked Exhibit "A" is a plan showing the location of said project.

2. The State shall install and thereafter maintain a 100 feet of 42" reinforced metal pipe conduit under Toll Bridge Road as shown colored on the attached Exhibit "A."

3. The State shall install and thereafter maintain 302 feet of 16" [illegible] metal pipe from a connection with an existing pipe approximately 50 feet [illegible] the Highway Engineer's "A" Line station approximately 17+50 to [illegible] the conduit described in paragraph 2 above to a point 195 feet [illegible] the "A" Line station approximately 16+50 as shown colored on the attached Exhibit "A." The cost of the installation of the 16" [illegible] metal pipe shall also include ALL WORK INCIDENTAL the connections to be made to the ~~pipe described in paragraph 2 above.~~ existing 2-10 inch outfall lines

4. The State shall, upon completion of the project and at any future time, permit said Port Commission to install additional conduits in the 16" pipe under the Toll Bridge Road, upon approval of plans by State

5. The State shall, as a part of the project, salvage 282 feet of [illegible]-inch pipe which is presently in place as shown colored in [illegible] on the attached Exhibit "A."

~~6. The State shall install a special manifold at the location designated [illegible] on the attached Exhibit "A."~~

7. [illegible] will, upon execution of this agreement, relinquish to Port Commission a drainage [illegible] previously granted to State by Port [illegible]. Said [illegible] upon is shown shaded in yellow on the [illegible] Exhibit "A."

8. [illegible] will, in the first instance, pay all costs incurred in [illegible] project which costs are estimated to be $5,000.

[illegible] TO BE DONE BY PORT COMMISSION:

1. Port Commission [illegible], by execution of this agreement, approves the [illegible] [illegible] TO BE DONE BY STATE.

2. Port Commission will permit the State to empty water from [illegible] "A" Line [illegible] at State's drainage sump at the Highway Engineer's station [illegible] onto Port Commission property and also relieve [illegible] of future responsibility for any water damage that may [illegible] Port Commission property.

[illegible] PROVISIONS:

1. It is hereby understood and agreed that the final actual total cost of the project shall be paid entirely by the Port Commission.

2. Port Commission shall deposit with State upon execution of this agreement the sum of $5,000 [illegible] and it is the estimated cost of the project.

3. When the total actual cost figures of the project are available, State shall furnish Port Commission with an itemized statement of said total cost. In the event the Port Commission's share of the

[illegible] actual cost of the project as set forth in paragraphs 1 and 2 [illegible] exceeds the amount deposited by the Port [illegible], then Port Commission shall pay to State an amount equal to [illegible] by which the amount deposited by the Port Commission and [illegible] share of the total actual cost of the project; [illegible], if the Port Commission's share of the total actual cost of [illegible] project as set forth in paragraphs 1 and 2 under GENERAL PROVI- [illegible] is less than the amount deposited by the Port Commission, the [illegible] shall refund to the Port Commission an amount equal to the dif- [illegible] between the amount deposited by the Port Commission and Port [illegible]'s share of the total actual cost of said project as herein [illegible].

[illegible]. It is further covenanted and agreed that at some future date [illegible] will, if possible, grant the Port Commission the right to [illegible] and [illegible] lands in the East Hood River Interchange area. [illegible], the Port Commission shall submit [illegible] plan to State for approval.

[illegible]
5/25/42

EAST HOOD RIVER INTERCHA

Mitchell Point – Hood River
Columbia River Highway
Hood River County

Proposed Revision to East Hood River Pumping System out fall as Requested by the Hood River Port Commission

Bridge Details Checked

"FR" 7° C L Δ 23°26'20" T3 16979

Reinstall Salvaged Guard Rail-250'

Const Temp Road Conn

"FR" LT. LINE

"H" 1212+00 P.O.T.

"H" 1214+92.83 P.T.

"H" 1216+08.21 P.S.C.

"H" 200' Sp S 8°00' D 4.0

"H" 8° C L Δ 25°53' T3 265.06

"H" 1219+31.75 P.C.S.

R/W Line

1216

1219

1220

Access Control

1215

N 87°22'20" E.

Future Asph Conc Traffic Markers, Type L.

Const Metal Guard Rail-225' (Salvage)

Barricade

N.E. 22°25' E

Const Type "C" Curb

"FR 2" LINE

Const Conc Retaining Wall
Class A Conc 64 C.Y.
Metal Reinf 7,900 Lbs
Structural Exc 297 C.Y.
Dwg Nos 15800 & 16013

"FR" 1214+90.6 P.C.

"FR" 20° C R Δ 34°56'30" T 94.6

R/R R/W Line

Remove Existing Structure - 300'±

"C" 1214+.0 P.C.

"FR" 1214+79.93 P.S.

"FR" 9+7.86 P.O.T.
"C" 1218+07.63 P.S.

Const Type "C" Curb

S 57°41'10" E

S 71°26'30" E.

S. 86°21'40" E.

"B" LINE

240' Sp S 8°24' D 2.9167

Reinstall Salvaged Guard Rail-200'

"FR" 9+60.8 P.T.

N 3°45'20" E 76.05

℄ of Dike

Const Timber Pile Trestle E
Steel Beam Span
23'-3" Roadway
Dwg Nos 16062-16064 Incl.

Inst 18" C.M.P. 94'
Inst Tide Gate
Inst End Section
Dr Exc. 5 C.Y.

"C" 1221+85.30 P.C.
"A" 22+56.82 P.

1220

"18" EB "A" 20

Const Me

6" Pipe - 76' Sections

7V-8-3

CHANGE

MITCHELL POINT-HOOD RIVER SEC. COLUMBIA RIVER HIGHWAY HOOD RIVER COUNTY				SHEET No. 13A
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	I-80N-3(20)61		

+45 Inst 18"Pipe-56
Inst 2 End Sections
Dr Exc 22 C.Y.

+30 Install 18"Pipe-76'
Install 2 End Sections
Dr Exc 25 C.Y.

"A" 15+76
Const Road Connection Rt

Proposed coated steel pipe - 302'

"A" LINE

Install 42"CMP(conduit) 100'

"A"
5°C.R.
Δ 37°10'10"
T=385.30

Inst 10' Coated Steel Pipe-330'
Dr Exc. 237 Cu. Yds
Adjust Existing 10' Steel Pipe.
See Dwg. No. 16661 for details

Const. Detour

Existing RCDG Structure-100'
H-20 Loading
Widen 43'-10½" Lt
Dwg No's 15842-15844 Incl
S-267, 9233 & 14660

"H" 1222+70.97 P.O.T.=
"A" 17+60.98 P.O.C.

"H" 1221+31.75 P.T.

"H" LINE

"A" 17+27 P.O.C.=
"K" 122+79.72 P.O.C.

Salvage 10" Pipe 142 & 140'

Special Manifold 16"

"K" LINE

"K"
1°C.L.
Δ 5°06'10"
T=405.82

Access Control R/W Line

Const. Detour

Inst 30" Corr. Metal Pipe-10'
Dr Exc., 20 Cu Yd

"L" WB 1221+98.96 P.O.S.=
"A" 19+98.00 P.O.T.

"A" 19+41.04 P.T.

"A" 19+43.65

Const Conc Sump
Class 'A' Conc.-37 Cu Yds
Metal Reinforcement-10185#
Struct Exc-156 Cu. Yds
Dwg. Nos 16,661 & 14,660

Future Pavt Edges

"L" EB 1221+97.68 P.O.S.=
"A" 20+30.43 P.O.T.

Const Metal Guard Rail-150' New
150' Sale Barricade

Remove Exist 18" Pipe-62'
Inst 90° Corr. Metal Pipe-62'
Dr Exc. 93 Cu Yds

"A" 21+27.96 P.O.T.=
"B" 221+96.86 P.O.T.=

"C"
7°C.L.
To 36°40'30"
T3 392.18

+33 Inst 18"Pipe-84'
Inst 2 End Sections
Dr Exc 34 C.Y.

"C"
240'Sp
S 8°24'
D 2.9167

Remove Traffic Separator-150'
(Cl & Gr)

"C" 1220+47.63 P.S.C.

"C" 1223+31.58 P.C.S.

"C" 1225+71.56 P.T.

"C" 1227+77.93 P.S.C.

"L" EB & WB
1000'Sp
S 5°00'
D 0.5'

Access Control

+15 Inst 18" Pipe-52'
Inst 2 End Sections
Dr Exc 20 C.Y.

Inst 1½" Electrical Conduit-212'

"C" LINE

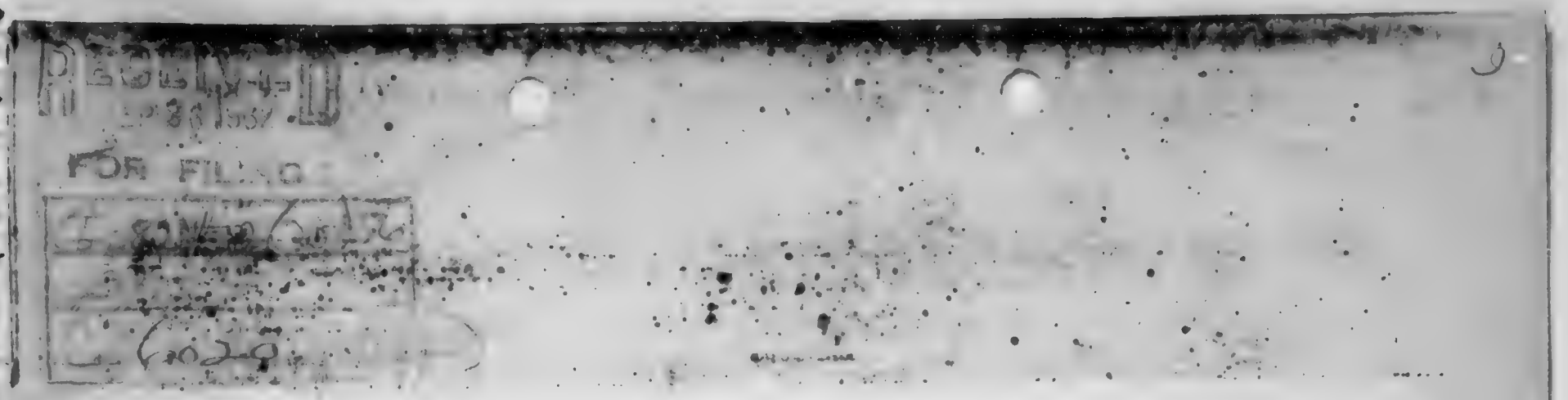
"C" 1226+18.76 P.S.

+00 Inst 18"CMP-48'
Inst 2 30° Elbows

Inst 1 End Section
Dr Exc. 10 C.Y.

"C" 1229+58.76 P.S.C.

"C"
7°C.R.
Δ 17°15'
T3 294.63



1057

APB TOL 71 9-18-62 1119AM

ALL POINT

US 30, COLUMBIA RIVER HIGHWAY WILL BE CLOSED TO TRAFFIC 3 MILES WEST OF HOOD RIVER AT 6:00 PM DST THIS DATE FOR APPROXIMATELY 2 HOURS, DUE TO BLASTING.

ATTEND

AF
8,---.0$.

RECEIVED
SEP 18 1962
FOR FILING

September 18, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 4 covering scaling boulders from bluffs on the Mitchell Point-Hood River Section of the Columbia River Highway in Hood River County, Contract No. 6020, in connection with Federal-Aid Project No. I-80E-2(25)56.

Boulders and rock columns above the highway must be removed for safety of traffic. The work must be done now to prevent damage to the slopes and highway.

This work has been verbally recommended for approval by the BPR Area Engineer and the Field authorized to proceed September 14, 1962. Your approval of the order as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:jb
Enc.

RECEIVED
SEP 18 1962
FOR FILING

September 17, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 5 covering exploration and drainage on the Mitchell Point-Hood River Section of the Columbia River Highway in Hood River County, Contract No. 6020, in connection with Federal-Aid Project No. I-80N-2(25)56.

It is necessary to determine and place the type of drainage required in the cut between Stations 1044+50 and 1047+50. A large lava flow is bearing on the soil in the cut and protection work is necessary.

This work has been verbally recommended for approval by the BPR Area Engineer and the Field authorized to proceed September 14, 1962. Your approval as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:jb
Enc.

RECEIVED
SEP 17 1962
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

September 10, 1962
Hood River, Oregon

SUBJECT: Mitchell Point - Hood River
Columbia River Highway
Peter Kiewit Sons'
Contract # 6020
614-1047

To: Mr. Dean Swift
Division Engineer
Bend, Oregon

A major blast was set off east of Ruthton Point on September 5, 1962 at 3:00 P.M. D.S.T. Advance notice was submitted to the department, Power Company, Police, School, Railroad, & local radio; that the blast would be set off at 2 P.M. D.S.T., & that a 1½ hour closier of the highway was anticipated.

The contractor experienced a short delay in preparation for the blast, & was subsequently delayed by the railroad schedule, which resulted in a one hour delay from the publicized schedule. Three flagmen were posted in the Cascade Locks area to stop all East bound traffic, & advise them of the circumstances in order that they might detour over the "Bridge of The Gods". Enroute to Cascade Locks they notified campers in all the State Parks. A count at Cascade Locks indicated that 836 vehicles were diverted to the Washington side.

Flagmen were posted in Oregon, & Washington near the Toll Bridge. The flagman in Washington reported 31 West Bound vehicles stayed on the Washington side, & the flagman in Oregon reported 597 were diverted. A check with the bridge authorities at Hood River indicates that the figures concerning the bridge are realistic.

The top 100 feet of a 130 foot cut having an average thickness of 20 feet was removed. It laid adjacent to the existing 3 lane highway with fill on the north side of the highway, & between station 1033 & 1034+25±.

The blast dropped most of this material on the highway. The contractor moved a standby 5 cu. yd. shovel into the West side, & a D 8 dozer, & Front End Loader into the east side immediately following the blast.

West Bound Traffic closed at 2:57 P.M.
opened at 7:42 P.M.
resulting in 4 hour 45 min. delay
194 vehicles in line at 7:42 P.M.

East Bound Traffic closed at 3:00 P.M.
opened at 7:26 P.M.
resulting in 4 hour 26 min. delay
250 vehicles in line at 7:26 P.M.

CONSTRUCTION DIVISION
RECEIVED
SEP 11 1962
NOTED

NOTED
R. L. PORTER

The following is a detailed list of the number of cars which elected to stay on the Oregon side untill the highway was opened.

TIME	E.B. NUMBER OF VEHICLES	TIME	W.B. NUMBER OF VEHICLES
3:00 P.M.	1	3:00 P.M.	1
4:00P.M.	20	4:00 P.M.	2
5:00 P.M.	28	5:00 P.M.	16
6:00 P.M.	72	6:00 P.M.	48
7:00 P.M.	140	7:00 P.M.	194
7:26 P.M.	204	7:00 P.M.	250

I believe that had the contractor been able to better anticipate the exact time when the highway would be opened, that more traffic would have used the Washington side resulting in less buildup. The advance warning flagmen, however gave information that the highway would be opened at 6 P.M. As a result there was a substantial buildup of delayed traffic during the later part of the period.

A State employee was posted to count vehicles on either side of the blast area. These men conversed with motorists, & reported only one individual issuing severe complaints. This man appeared to be highly intoxicated. State police were advised of his actions by the contractor & they were on the alert for him east of Hood River.

By 9:30 P.M., all conjestion was relieved while handling traffic one way through the area. Flagmen were used throughout the night in this area.

The contractor is investigating possibilities of renting these two Columbia river bridges to divert traffic for the remaining five blast anticipated. They are currently drilling in this area but are undecided on the next shot. I have advised them that we cannot allow another delay of this length.

I will advise you of their proposals before approving for their next shot.

Glenn A. Starkey

Glenn A. Starkey

Resident Engineer
P. O. Box 617
Hood River, Oregon

3 cc G. L. Decker

RECEIVED
SEP 10 1962
FORM E-30X—50M—11-61—40231

FOR FILING

6020

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 7, 1962

To: MEMO TO THE FILES

SUBJECT: Mitchell Point-Hood River Section
Columbia River Highway
Contract No. 6020

At 2:00 P.M. (Pacific Standard Time) September 5, 1962, the first major blasting operation on the 100'+ rock face directly east of Rhuthton Point took place. Specific location was to the right of Station 1033+63. The rock face at this point reaches a height of 130-feet. Drilling was done to remove approximately 30-feet of the face (horizontal depth) between Stations 1033 and 1034+25. Drill holes reached a maximum depth of 100-feet.

The shot was pulled a minute or two past 2:00 P.M. An estimated 7,000 cubic yards of fractured rock was dropped between the rock face and northerly edge of the highway, with the depth at centerline being approximately 10-feet. A 5 cubic yard shovel was in position to immediately start casting this rock over the northerly shoulder of the existing roadway. This shovel worked from the westerly end of the obstruction. A D-8 dozer plus an end loader started at the same time on the easterly end, pushing material over the shoulder.

West bound traffic was closed at 2:00 P.M. and opened at 6:26 P.M. (PST).

East bound traffic was closed at 1:57 P.M. and opened at 6:42 P.M. (PST).

Flagmen posted near the Oregon approach to the Hood River Bridge advised westbound motorists of the delay. 597 motorists chose to cross this bridge into Washington to continue their travel. At the same time, flagmen on the Washington end of the bridge caused 31 Oregon bound motorists to continue their travel on the Washington side of the river.

Flagmen posted near the Oregon end of the Cascade Locks Bridge of the Gods resulted in 836 eastbound motorists crossing this bridge to continue eastward.

NOTED
R. L PORTER

At 4:30 P.M. (PST) a check of eastbound motorists who had chosen to come through and wait at the check point revealed a count of 38 vehicles, the majority of which were large truck units.

It is understood a more detailed report including complaints and traffic movements is being prepared by Mr. Glen Starkey, Resident Engineer.

All operations in connection with this blasting were considered well organized. Five more shots are planned in this area. From a traffic delay standpoint, each succeeding shot will be better than the preceding one. Time of the next shot is indefinite at this time.

G. L. Decker
Field Construction Engineer

GLD:bjh

cc: R. L. Porter
Dean Swift
Glen Starkey

RECEIVED
SEP 7 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 6 1962

Form PR-33
FOR-561

Division No. 8

BUREAU OF PUBLIC ROADS
DEPARTMENT OF COMMERCE

District Oregon

Project No. I-80N-2(25)56
I-80N-3(28)61

INSPECTION-IN-DEPTH

Report on Grading Phase

Inspection made by W. H. Schwiesow, Area Engr *Date inspection made* July 25, 26, 27, 1962

In company with Glenn Starkey, Res. Engr.

Time spent: Review of Plans and Specifications - 2 hrs; Travel - 7 hrs; Field - 5 hrs. Field office - 8 hrs.; Write-up - 10 hrs.

OREGON INTERSTATE PROJECTS I-80N-2(25)56 and I-80N-3(28)61,
Mitchell Point-Hood River Section, Columbia River Highway.
(Both projects included under State Contract No. 6020).

Description of Improvement: Grade, drain, structures, construction of surfacing on frontage roads, interchange legs and temporary connections.

Project I-80N-2(25)56 begins at station 936+00 and ends at station 1208+67.45. Structures included in the project are the 13'x13' RC box culvert near station 985, Jayner Road Overcrossing and lengthening at 2nd St. Interchange Structure.

Not included are the West Hood River Interchange structure, the U.P.R.R. Overcrossing (the latter structure is under construction as Project I-80N-2(23)61) and the widening of the present bridge over Hood River.

Project I-80N-3(28)61 begins at station 1208+67.45 and ends at station 1235+00. Structural work includes widening the East Hood River Interchange structure and reconstruction of the Columbia River Bridge approach.

Contractor Name & Address: Peter Kiewit Sons' Co.
215 S. "V" St., Vancouver, Wash.

Contract Amount: $1,623,808.00.

Time Allowed: 180 work days.

Time Started: March 1, 1962.

Work Started: February 19, 1962.

Quality of Work: Satisfactory.

Progress of Work: Satisfactory.

Time elapsed: 51%.

Work completed: 47%.

Roadbed Width: Minimum 76.4 feet.

Original copy To Morgan
9-4-62

Comm-DC 47159

Type:	Type Code No.	Net length (miles)
Grading	0010	4.953
Structures	X221	0.021

Summary and Recommendations:

The overall administration of the project is adequate. Field inspection and control of construction operations and materials are emphasized. The heavy emphasis on field work has resulted, occasionally, in some relatively minor oversights and deficiencies in normal office procedures used in recording, checking and documenting project data. Reports and diary entries tend to be so brief and terse that an impression is left in the mind of the reader that probably some matters, normal to all projects of this type, could well have had fuller treatment.

Staking of the project has been performed in an acceptable manner. In rugged terrain the slope stakes as set were checked from an offset center line.

Embankment construction, including compaction, receives proper attention. The materials from roadbed cuts are not homogenous. They range from blocky solid rock through talus materials to clay loam and pea gravel. Specific gravities of the rock encountered vary in relatively short sections. Project personnal charged with the duty of performing compaction tests noted that in some cases obviously well and thoroughly compacted fill materials did not reach specified compaction when tested. Assistance was requested and received both from the Division Soils and Geology Section and headquarters laboratory. The problems have been resolved.

Resident Engineer Glen Starkey and Assistant Resident Engineer Gil Alsbury were very cooperative in providing all the assistance needed during the course of the inspection.

Inspection Procedures

Inspection procedure included covering the grading portion of the project, questioning the resident and assistant resident engineers, interviewing inspectors and observing their taking and testing of embankment samples. Other engineering and contractor personnal were also interviewed. Random check measurements were taken on the sections completed or substantially completed on this date. Office records, including field books, diaries, correspondence, test reports (field, Division, and Headquarters laboratory), progress estimates and supporting data for extra work, and records concerning contractor's compliance with labor regulations were examined.

Work in Progress at Time of Inspection

Grading, common materials, two D-W 20 self-propelled scrapers, tractor-dozer unit employed, P.M. Line, haul to fill vicinity of sta. 990. Motor grader, tractor-dozer unit, sprinkler truck on dump.

5 cu.yd. shovel, rear dump trucks on rock excavation in the vicinity of station 1052, haul to West Cascade Locks Interchange section, dozer and grid roller on dump.

2-1/2 cu.yd. shovel, rear dump trucks on rock excavation, "FL" line, frontage road, West Cascade Locks Interchange, haul to fill, north side of interchange, dozer and grid roller on dump.

Statement of Findings.

The resident engineer has been located in Hood River for a number of years and has been in charge of other Federal-aid projects in the area, including other Interstate projects, which have been completed in an eminently satisfactory manner. He has a tendency to allot paperwork only a bare minimum of attention. He spends much of his time in the field, as does his assistant. It cannot be said, however, that he regards record keeping and documentation as unimportant. Key records are kept in a satisfactory manner. For instance, laboratory test reports are carefully reviewed before being filed, and any corrective action indicated is promptly taken. When project personnel, for example, experienced difficulties with embankment compaction tests, aid was immediately requested and received from Division office and Central Laboratory personnel. The unsatisfactory job control test reports were filed as a part of the project record. They were marked as being void when found not to be valid but they were not discarded.

The project diary, as mentioned previously, suffers from its being too brief. For the period March 1 to March 9, when little work was in progress, no entries were found. Weekly reports are on file covering that period. Since then, although daily diary entries continue to be unusually brief, a "General Daily Progress Report" has been kept with quite complete coverage of project work. Equipment units, operating areas, personnel, work accomplishment and working conditions are described in considerable detail. This record supplements diary entries in such a manner that a rather complete history of the project is made available.

A copy of the AASHO Informational Guide on Project Procedures is available to project personnel in the Resident Engineer's office but it has not been made required reading so, other than the resident engineer, it is doubtful that anyone is thoroughly familiar with its contents.

Project personnel charged with inspection and/or staking duties were interviewed and their work was observed. Original appointment to positions in the Highway Department, retention, promotion and dismissal are subject to the rules of the Oregon Civil Service Commission. No employee appeared incompetent, inept, or lacking in technical ability to perform his assigned duties. Inspectors' authority to take direct action in their relationships with contractor's representatives is limited, however. The resident engineer has limited this authority. Only he and the assistant resident engineer exercise it normally. As either or both men are practically constantly

inspecting actual construction operations during working hours, they are available within minutes should an inspector need them.

The resident engineer's office is located in a residence previously acquired in a right-of-way transaction several years ago and used ever since as his headquarters. The limited laboratory equipment assigned to the grading work is kept here. Principal items include: sieves, scales, field density equipment (Washington densometer, Speedy moisture tester), hot plate, oven, sampling equipment, sample containers and drying pans. No liquid limit device is included. Actually, the whole set-up and assembly does not in any real sense constitute a "Project Laboratory." In fact, even Division equipment is limited in extent, with principal reliance placed on the complete facilities available at the central laboratory in Salem. Obviously, undesirable delays can be involved. However, the field is immediately advised of unfavorable test reports by teletype or telephone.

All important instructions to the contractor are in writing, and copies are on file in project records.

The contractor, Peter Kiewit Sons' Co., has a national reputation. Copies of subcontracts, approved, are on file in project records. Five subcontracts which total 18.51% of the total contract amount are involved. The prime contractor, under the terms of the contract is, in the end, responsible for all work performed for him by the subcontractors. A review of the subcontracts indicated that they were in accordance with the specifications.

Supporting data for progress estimates were examined. It was noted that in this area, too, rather more complete documentation and checking would be in order. This is especially true of earlier progress estimates when apparently the earthwork accomplished was determined by observation and mental calculation of the quantities involved. This matter had been discussed with the resident engineer on previous inspections and it was evident that he had taken at least some steps to strengthen this phase of the work. Results of measurements and calculations are in writing now.

A deficiency was noted in the supporting documents for traffic flagmen employed and for which the State reimburses the contractor 57-1/2% of the cost. A daily record is kept and signed by the State inspector charged with that duty and the contractor's representative, listing the flagmen by name and showing the number of hours each man worked. Later, these data are checked against the weekly payrolls which the contractor is required to submit in compliance with the regulations promulgated by the Department of Labor under the Davis-Bacon Act. This is all proper and in good order except for some classifications, submitted by the contractor, and accepted by project personnel. For instance, it was noted that one man's classification was listed as "Teamster" when "Flagmen, traffic" was actually meant. Others were simply listed as "Labor". Actually the man listed as "Teamster" was normally employed as a truck driver, teamsters craft. When extra flagmen were needed for relatively short, emergency periods, the contractor used men as available from other crafts employed

on the project. His timekeeper thought it satisfactory to list them by craft only. Needless to say, this situation was called, forcibly, to the attention of all concerned, with corrective action promised immediately.

Copies of the required weekly payrolls, prime and subcontractors, were on file in the resident engineer's office. Discrepancies in classification were noted in some instances. The resident engineer was advised that until corrections are made, the payrolls in question cannot be considered acceptable. Accompanied by the resident engineer, who was fully aware that exact classification, as per schedule, must be shown for laborers and mechanics, the contractor's project office was visited and the matters were discussed at some length. Reforms were to be initiated at once.

In contrast to this situation, project personnel had interviewed contractor's employees on the job, documented the record and subsequently checked against the appropriate weekly payroll the following data:

Wm. E. Gilbert	PKS (Peter Kiewit Sons) employee operating PH 631 rocker $3.98 per hour, contacted 7-2-62	10:20 A.M.
Robert L. Johnnie	Warren-Northwest employee oiler at $3.57 per hour contacted 7-2-62	11:35 A.M.

On this inspection the writer contacted two employees, namely:

Virgil Elliott, tractor (over 50 H.P.) operator, operating engineers craft, rate reported $4.15 per hour.

E. E. Moses, flagman, traffic, laborers craft, rate reported $3.00 per hour.

Both rates are above those approved for the project as there has been an increase in construction wages since date of approval of the schedule.

The resident engineer gives due and proper attention to maintenance of traffic under the unusually difficult conditions obtaining on the project. This attention extends to after-hours and after dark inspections. State police also observe signing, flagging and other safety measures taken during a project construction and do not hesitate to call to the resident engineer's attention any condition which they regard as hazardous. To date, the resident engineer has received no complaints from them. There have been no more than the usual small number of minor accidents. Two have been rather serious but in both cases it was determined that excessive speed in utter disregard of proper warning signs was the cause.

No formal preconstruction conference was held. Before construction started, plans, special contract provisions, work schedules, equipment to be placed on the project, etc. were informally discussed by the resident engineer and the contractor's superintendent.

Utilities were notified of the work to be done well in advance of construction operations and although all of the utility readjustment has not been completed yet, no delay to highway construction has been involved. A daily record of utility work is kept. The record is signed by both the State and utility company's representatives. Men, equipment, supplies and work performed is reasonably well documented in the daily records.

The resident engineer is as watchful on clearing as he is on all other construction operations. Proper disposal of clearing debris was made the subject of a letter to the contractor. A copy of this letter is a part of project records.

The State does not prepare soil profile sheets ordinarily. The locating engineer first studies soil conditions obtaining on the project and if unusual problems exist, the headquarter's soil section is called in to resolve them. On subject projects there was little question as to quality of materials available from excavation or adequacy of embankment foundations.

Few embankment and cut slopes have received a final finish at this time. Those that have been finished are in continuous approximation of plan slopes and are smooth and well drained. Subgrade is finished to blue tops set accurately to grade at proper distance from center line.

All roadway and borrow quantities are calculated electronically and occasionally checked in the field when necessary for some special purpose. Rolling is not a pay item under the contract. Watering is a pay item that is paid for on the basis of driver's certificates verified through spot checking by an inspector several times daily. No ticket is issued for each individual tankful, however. This practice is general and, with sufficient spot checking as found on subject projects, the control is considered to be adequate.

As mentioned previously, the emphasis here is on field control and the grading operation is supervised and inspected thoroughly during working hours and not infrequently, by the resident engineer, both before and after regular working hours. In addition to the daily determinations of embankment compaction (in materials lending themselves to such procedures) constant visual inspection is maintained. Embankment compaction equipment includes water truck, motor graders, the heavy off-the-road hauling equipment units which are required, under an inspector's eye, to break tracks when traveling over embankment areas, tractor-dozer units, sheeps-foot roller, grid roller (used mostly on rock or talus materials) and, on occasion, a special, heavily loaded, dump truck.

Top of course crushed base was measured and found to be 28.8 feet wide, plan width 29 feet, East Hood River Interchange, east-bound on ramp, vicinity of station 1230, width of subgrade 37 feet.

Width of interchange ramp 2-way, subgrade, East Hood River Interchange, "C" line was measured and found to be 48 feet, vicinity of station 1220, plan width 48 feet.

Conclusions:

(1) Field control by project personnel is good.

(2) Office procedures used in recording, checking and documenting project data could be strengthened.

(3) More laboratory equipment and laboratory space could well be assigned to projects of this size and type to permit job-control sampling and testing on a larger and more complete scale.

(4) The need for further training of inspectors may be best indicated by the resident engineer's hesitancy to delegate authority to them to act for him in dealing with the contractor's representatives. An off-season short course in inspection procedures for selected personnel might help the situation which, incidentally, prevails on at least some other projects in the area.

(5) A formal, scheduled pre-construction conference with all interested parties in attendance would be valuable in eliminating or minimizing later difficulties due to misunderstanding of requirements. Payroll difficulty, mentioned above, is a case in point.

(6) There is every reason to believe that, when completed, the project will be found to be satisfactory in every respect.

RECEIVED
AUG 27 1962
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 23, 1962

SUBJECT: Mitchell Point-Hood River Section

To: Mr. Dean Swift
Division Engineer
State Highway Department
P. O. Box 1249
Bend, Oregon

I would like to caution you against pulling any large shots immediately previous to or during the long Labor Day weekend. You should get this job and all other projects under your jurisdiction in the best possible shape for travel prior to August 31st.

F. D. Morgan
Construction Engineer

By
F. B. Klaboe
Assistant Construction Engineer

FBK:bjh

cc: R. L. Porter
Glenn Starkey

RECEIVED
AUG 23 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 21 1962
FOR FILING

August 21, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
471 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1-Supplemental, covering the State's share of flagging costs on the Mitchell Point-Hood River Section of the Columbia Highway in Hood River County, Contract No. 6020, in connection with Federal-Aid Project No. I-80N-2(25)56, I-80N-3(28)61.

Due to extremely heavy traffic and complexities of construction funds originally set up and approved by the BPR February 20, 1962, were not adequate.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mmb
Encl.

RECEIVED
AUG 21 1962
FOR FILING

August 21, 1962

Mr. A. M. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3-Supplemental, covering additional directional signing on the Mitchell Point-Hood River Section of the Columbia River Highway in Hood River County, Contract No. 6020, in connection with Federal-Aid Project No. I-80N-2(25)54, I-80N-3(28)61.

Directional signing through three interchanges and detour locations is resulting in a much greater expense than originally anticipated. The original order was approved by the BPR February 19, 1962, in the amount of $1,000.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

HHP:mmb
Enc.

RECEIVED
AUG 3 1962
FOR FILING
6020

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 2, 1962

SUBJECT: Mitchell Pt.-Hood River Section

To: Mr. Dean Swift
Division Engineer
State Highway Department
P. O. Box 1249
Bend, Oregon

You have received a copy of a letter written by G. H. Baker, Superintendent, Union Pacific Railroad Company, concerning an allegation that the contractor on this project is not conducting his work in a manner satisfactory to the railroad. On July 23, 1962, a rock rolled over onto the tracks and shoved them out of alignment. Mr. Baker is, naturally, concerned and urges us to take all measures necessary to see that instances such as this do not reoccur.

Please give us a report of the particulars involved in this instance and plan to see the contractor on your next visit to the job and caution him concerning his method of operation.

F. D. Morgan
C onstruction Engineer

By
F. B. Klaboe
Assistant Construction Engineer

FBK:bjh

cc: G. S. Paxson
R. L. Porter

NOTED
G. S. PAXSON
AUG 3 1962
STATE HIGHWAY ENGINEER

RECEIVED
JUL 31 1962
FOR FILING
6020
G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

2525 NO. LARRABEE AVE.
PORTLAND 17, OREGON

JULY 27, 1962

U. S. Certified Mail -
Return Receipt Requested

File Ref. D 315 - 2 - 39

Peter Kiewit Sons' Co.
P. O. Box 88
Hood River, Oregon

Atten: Mr. Chester C. Vohs

Gentlemen:

This is to advise that about 10:30 A.M., P.S.T. on July 23, 1962, the Railroad's main line track was shoved out of line by a large rock at Railroad Mile Post 61.2 near Hood River. The rock had rolled over the cliff above the track due to operations of your Company in reconstructing the Columbia River Highway.

As an event of this nature could lead to serious consequences, we expect you to take all necessary measures to prevent any reoccurrence.

We plan to present a bill to you for our costs in connection with this incident when the costs have been determined.

Will you please acknowledge receipt of this letter?

Yours very truly,

G. H. Baker,
Superintendent

cc: Mr. G. S. Paxson,
Deputy State Highway Engineer
Oregon State Highway Department
Salem 10, Oregon

NOTED
G. S. PAXSON

RECEIVED
JUL 30 19
OREGON
STATE HIGHWAY COMMISSION

FORM P-1232 100M 4-62
RECEIVED
COMMISSIONERS
JUL 1 1962
FOR FILING
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. RIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM
6020

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

July 9, 1962

Mr. Parsons, Division Engineer
U. S. Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Re: Pipe Line Permit
City of Hood River
Interstate #80N Highway

Dear Sir:

Enclosed are three identical copies of a permit we propose to issue to the City of Hood River, covering a 10-inch water pipe line crossing the Interstate #80N Highway at Second Street Interchange, in Hood River.

We have previously discussed the installation with Mr. Polk, whose tentative approval of the permit was indicated in correspondence from him, dated July 14 and October 18, 1961.

If the permit as prepared meets with your approval, will you please so indicate on the executed copy of the permit, and return same for our files. The two conformed copies of the permit are intended for your use.

Very truly yours,

R. B. Sipprell
Director of Permits

By

Original Signed by R. P. Hamilton

R. P. Hamilton
Utilities Permit Engineer

Encls. (3)
mg

cc: Mr. Tom Edwards

RECEIVED
JUL 9 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

RECEIVED
JUN 29 1962
FOR FILING

I-80N-2(25)56
6020

477 Cottage Street NE
Salem, Oregon

June 27, 1962

Mr. Torrent Cooper, State Highway Engineer
Salem, Oregon

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon I-80N-2(25)56; I-80N-3(28)61
Mitchell Point - Hood River

Mr. G. W. Harra's letter dated June 15, requested our concurrence in a specification change on the subject projects. This specification change will set a fixed maximum liquid limit on the 3/4"-0 base surfacing material at 35 instead of the presently variable liquid limit tolerance based on grading.

Due to the fact that the sand equivalent tests indicate that this material is clean, and that the PI tests show that it is a non-plastic material, this office concurs with Mr. Harra's recommendations for the subject projects.

original To Morgan
6-29-62

RECEIVED
FORM E-123X 100M 4-62
JUN 26 1962
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

6020

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

June 22, 1962

RECEIVED
JUN 22 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Tests of 3/4"-0 Materials
Mitchell Pt.-Hood River Section
Columbia River Highway
Projects: I-80N-2(25)56 and
I-80N-3(28)61

Dear Mr. Parsons:

In reply to your letter of June 18, 1962, requesting additional information regarding tests on the 3/4"-0 material on this project, we wish to submit the following information:

LAB. #	DATE	AMT. OF MTL.	% PASS #40	LL	SPEC. LL
595227	June 4	-----	9.3%	24	30
595391	June 5	600	8.6%	28	30
595716	June 7	-----	11.7%	32	27
595759	June 7	900	8.1%	30	30
595760	June 7	600	7.9%	29	33
595964	June 8	1100	12.5%	31	27
596158	June 11	450	7.9%	22	33
596241	June 12	2000	11.0%	30	27

As can be seen, three of the eight tests to date failed to pass the liquid limit requirements. An arithmetic average of all tests made shows 9.625% passing #40, which allows 30 LL, and a tested LL of 28.25. A weighted average shows 10.0% passing #40, which allows an LL of 30, and a tested LL of 29.2. By either method of arriving at an average, the material is satisfactory.

We wish to call your attention also to the fact that the portion of the material passing #40 is a non-plastic material.

Your approval of the use of this material is requested by our Materials Engineer.

NOTED
R. L. PORTER

Very truly yours,
F. D. Morgan
Construction Engineer
By
F. B. Klaboe
Assistant Construction Engineer

CHB:bjh

cc: R. L. Porter

RECEIVED
JUN 19 1962
FOR FILING

477 Cottage Street NE
Salem, Oregon

June 18, 1962

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

6010

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Projects I-80N-2(25)56 and I-80N-3(28)61
Mitchell Point - Hood River Section
Columbia River Highway

Reference is made to Mr. Harra's letter dated June 15, 1962, concerning the 3/4" - 0" base surfacing materials subject project.

In considering your request to relax specification requirements for liquid limit, we would appreciate receiving a tabulation of the results of all job control and progress samples showing the tonnage involved of materials that were found to be within specifications and the tonnage outside. Headings for example could be somewhat as follows:

Lab Test No.	Tons represented	% passing No. 40 sieve	L.L. Specified	L.L. Actual

We understand that the materials are stockpiled. Naturally loading, placing and processing procedures blend the materials in such a manner that a final product results which can approach the stockpile average. Your estimate of the characteristics of such blending, in respect to the grading (materials passing the No. 40 screen) and the resultant liquid limit would be appreciated.

Our approval of use of these materials must be deferred pending your reply.

original To Morgan
with note to handle
6-19-62

RECEIVED
JUN 13 1962
FOR FILE

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

Hyatt Lee Line - Rail Rd

2525 NO. LARRABEE AVE.
PORTLAND 17, OREGON

JUNE 12, 1962

File Ref. D 315 - 2 - 40

Mr. E. M. Puddy,
City Administrator
City of Hood River
P. O. Box 27
Hood River, Oregon

Dear Sir:

Herewith duplicate signatory counterparts of proposed pipe line crossing agreement in favor of the City of Hood River, covering permission to install and attach a 10" water pipe line to existing 2d Street overcrossing structure and maintain existing 10" and 6" water pipe lines at Hood River.

Will you please arrange for execution by the City of Hood River which includes signing by the Mayor, attesting by the City Recorder and impressing corporate seal on each counterpart? Also, will you kindly have attached form of Resolution completed?

When this has been accomplished, please return both counterparts to me for completion on the part of the Railroads, after which one fully-executed counterpart will be returned to you.

Very truly yours,

G. H. Baker

G. H. Baker,
Superintendent

eness.
601
Mr. G. S. Paxson,
Deputy State Highway Engineer
Oregon State Highway Department
Salem 10, Oregon

RECEIVED
JUN 13 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 11 1962
FOR FILING

COMMISSIONERS
GLENN JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

June 7, 1962

City of Hood River
City Hall
Hood River, Oregon

ATTENTION: Mr. Harold M. Puddy

Re: Water Line Adjustment
Mitchell Pt.-Hood River Section
Columbia River Highway
Hood River County
Project No. I-80N-2(25)56

Gentlemen:

Your estimate and sketch map for the adjustment of your facilities on this section of highway has been approved by the State and the Bureau of Public Roads.

This is to confirm the verbal authorization to proceed with the work as of March 7, 1962. Reimbursement for work done subsequent to this date will be made under the terms of PPM 30-4.

F. D. Morgan
Construction Engineer

By C. H. Baker

C. H. Baker
Ass't. Field Construction Engineer

FWS:bjh

cc: G. S. Paxson
R. L. Porter
L. H. Young
C. H. Maison
Dean Swift
Glenn Starkey
C. G. Polk

RECEIVED
JUN 8 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. PAXSON

RECEIVED
"JUN" 7 1962
FOR FILING
I-80N-2(25)56

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street N.E.
Salem, Oregon

DATE: June 4, 1962

TO : Mr. Forrest Cooper
6020 State Highway Engineer
Salem, Oregon

FROM : C. G. Polk, Division Engineer
Salem, Oregon

By: M. E. Martin
Acting Division Engineer

Original and Copy To:
YOUNG
NORGAM
6-6-62

SUBJECT: Utility Adjustment - Water Lines
City of Hood River
Columbia River Highway
Oregon Project I-80N-2(25)56

Your letter of January 10, 1962 and letter from City of Hood River dated February 22, 1962 are approved as the estimate of cost of work to be done as covered by the agreement executed by the State and City on December 8, 1961.

You were previously authorized verbally to proceed with the work as of March 7, 1962. Reimbursement will be subject to the provisions of PPM 30-4.

I-80N-2(25) Mitchell Pt.-Hood River Sec., 1962
76 Columbia River Hwy. (Grad. &
#6020 Struc.) Folder # 1

CKA
2452, 2457

RECEIVED
MAY 29 1962
FOR FILING
I-80N-2(25)
6 C 2.0

May 25, 1962

Mr. C. G. Falk
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Pacific Power & Light
Company Adjustments
Mitchell Point-Hood
River Section
Columbia River Highway
Project No. I-80N-2(25)56

Dear Sir:

Reference is made to your letter of March 30, 1962. The statement was made that our exchange of correspondence does not establish an agreement of the separate responsibilities, that no proration of costs to State and utility is made, and that no statement is made as to whether the work will be done by utility company forces.

Our letter (January 5) enumerates the location of each conflict and whose obligation it is to bear the expense of each adjustment. Our Legal Department has informed our Utilities Engineer that this exchange of correspondence does, in fact, constitute an agreement which delineates the responsibilities of both parties. No proration of costs was made on this project because the reimbursable portions of the adjustments were of such nature that the costs could be computed directly. A proration is normally made only when an adjustment must be made to a line which is partially on public and partially on private property, and it is impractical to estimate only part of the total work.

Our letter to the company has underlined the "Contract Work" requirement on FPH 30-4. By a simple process of elimination one can easily determine that, since the work is not to be done by persons not regularly on the payroll of the company, the work will be done by company forces.

Your letter also states that the conductor is being replaced by another type of conductor, and that no cost or credit is shown in the estimate for the cable salvaged or used.

The conductor shown as being replaced on the sketch map is on a nonreimbursable portion of the required work. All the reimbursable adjustments are on crossing lines which are to be raised for additional clearance over the highway. The company made only one sketch to show all the work required, and marked in red the reimbursable work.

We are in the process of preparing a proposed Utilities Adjustment Agreement standard form. If we are able to institute the use of this form, it is believed that complications such as these discussed in your letter will be eliminated.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

H. L. Porter
Assistant State Highway Engineer

cc Forrest Cooper
G. S. Paxson
F. D. Morgan

CHB:bjh:ajw

FORM E-30 50M 6-61 30681

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 22, 1962

SUBJECT: Utility Agreement (PP&L)
Mitchell Pt.-Hood River Section
Columbia River Highway
Contract No. 6020

To: Mr. R. L. Porter
Ass't. State Highway Engineer

O F F I C E

We recently received a letter from the Bureau of Public Roads concerning our agreement with Pacific Power and Light Company on this project. Mr. Baker of this office discussed this matter at some length with Mr. Lee Bachlund, Administrative Manager, who wrote the Bureau of Public Roads letter. A rough draft of a reply to the Bureau of Public Roads is attached.

In the course of the discussion, it was brought out by Mr. Bachlund that the details mentioned in his letter were of little or no consequence, but that it was his intention to encourage the State into using a standard formal agreement. His complaints included the fact that nowhere in the exchange of correspondence was there a statement that this exchange of correspondence would, in fact, constitute an agreement, and, that nowhere did the utility company refer specifically to our letter to them, which requested an estimate. Other similar statements were made, all in the same vein.

F. D. Morgan
Construction Engineer

By
F. B. Klaboe
Assistant Construction Engineer

CHB:bjh
Attachment

RECEIVED
MAY 23 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 1962

FOR FILING

Form CO-121
(6-22-49)

UNITED STATES GOVERNMENT

Memorandum

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

I-80N-2(25)56
692.0

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: May 4, 1962

C. Polk

FROM : C. G. Polk, Division Engineer
08-35.5 Salem, Oregon

Copy To
[illegible] - with attachment
5-7-62

SUBJECT: Proposed Project Agreement

Attached are two copies of a proposed project agreement and one copy of approved detail estimate for the following project:

I-80N-2(25)56 US 30 Mitchell Point to Hood River

If the project agreement is satisfactory, it should be signed and returned to this office.

Attachment

RECEIVED
MAY 4 1962
OFFICE OF
STATE HIGHWAY ENGINEER

Contract 6020

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO. APR 25 1962 4-79

PROJECT REPORT NO. I-80N-3(28)61

FORM R-2 (REV. 6-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

STATE: Oregon

COUNTY: Hood River

PROJECT NO.: I-80N-3(28)61

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

US 30 Hood River E. City Limits East 0.5 Mile
(East Hood River Interchange Section)

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	12-26-61	0.5
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 338,698.00	$ 311,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By _____

ASSISTANT State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

EX C. G. Polk
(Division Engineer)

By: L. K. Backlund
Acting Administrative Manager

Date executed by Division Engineer April 13, 1962

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

April 12, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement signed by a Highway official for the East Hood River Interchange Section, Project No. I-80N-3(28)61.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:mmb

February 6, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the East Hood River Interchange Section, Project No. I-80N-3(28)61.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. R. Young
Office Engineer

RNC:lt

Oregon State Highway Department

Federal Aid
Project No. I-[illegible]-3(28)61

EAST HOOD RIVER INTERCHANGE SECTION OF THE

COLUMBIA RIVER HIGHWAY IN HOOD RIVER COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 6, 1962

Type Code 0010
Roadway (Sta. 1208+67.45 to Sta. 1235+00) (Contract 6020)

Clearing and Grubbing	All	Required (10%)		$ 12,000.00
Drainage Excavation, Unclassified	550	cu. yds.	$ 2.70	1,485.00
General Excavation, Unclassified	54,000	cu. yds.	0.70	37,800.00
Short Overhaul	260,000	yd. sta.	0.004	1,040.00
Long Overhaul	69,900	C-yd. sta.	0.25	17,475.00
Finishing Roadbed and Slopes	All	Required (10%)		900.00
Rounding Cutbanks	300	lin. ft.	0.10	30.00
Furnishing and Placing Topsoil	3,800	cu. yds.	1.50	5,700.00
18-inch Corrugated Metal Pipe	550	lin. ft.	5.00	2,750.00
30-inch Corrugated Metal Pipe	80	lin. ft.	9.00	720.00
18-inch Culvert End Sections	12	only	60.00	720.00
18-inch Tide Gate	1	only	150.00	150.00
10-inch Coated Steel Pipe, 12 Gage	360	lin. ft.	6.50	2,340.00
1-1/2-inch Electrical Conduit	260	lin. ft.	2.00	520.00
Concrete Curbs	10	cu. yds.	70.00	700.00
Metal Guard Rail	160	lin. ft.	3.60	576.00
Type 2 Barricade	400	lin. ft.	4.70	1,880.00
Guard Rail-Salvaged Barricade	400	lin. ft.	1.60	640.00
Salvage and Reinstall Guard Rail	500	lin. ft.	1.40	700.00
Salvage and Stockpile Guard Rail	1,150	lin. ft.	1.10	1,265.00
Coarse Crushed Material in Base	20,300	tons	2.30	46,690.00
3/4" - 0 Material in Base	3,600	tons	2.50	9,000.00
Sprinkling	480	M-gal.	2.20	1,056.00
Preparation of Base	All	Required (10%)		100.00
3/4" - 0 Material in Binder Course	140	cu. yds.	5.00	700.00
MC-800 Asphalt	24	tons	60.00	1,440.00
Class "B" Asphaltic Concrete	2,020	tons	10.50	21,210.00
Shoring, Cribbing, Etc.	All	Required (6%)		300.00
Structural Excavation	500	cu. yds.	3.00	1,500.00
Structural Excavation Below Elevation Shown	60	cu. yds.	20.00	1,200.00
Class "A" Concrete (37 cu.yds. at $75.00)	All	Required (5%)		3,750.00
Class "A" Concrete in Walls and Pads	68	cu. yds.	60.00	4,080.00
Metal Reinforcement (10,200 lbs. at $0.145)	All	Required (5%)		1,500.00
Metal Reinforcement in Walls	8,400	lbs	0.15	1,260.00
Furnish and Install Sump Pump	All	Required		5,000.00
				$188,377.00

Flagging (57½% of Contractor's Cost)	All Required	(50%)		$ 6,000.00
Seeding and Mulching	All Required	(10%)		340.00
Signing (Temporary)	All Required	(25%)		250.00
				$ 6,590.00
	Subtotal			$194,967.00
	10% Engr. & Cont.			19,476.00
	Total			$214,443.00

Type Code A721
Columbia River Br. Approach Str. (Br. #2471m4) (Sta. "C" 1214+17 to Sta. "C" 1216+45.37) (Contract 6020)

Remodel Columbia R. Br. Approach Structure	All Required			$ 7,000.00
Shoring, Cribbing, Etc.	All Required	(6%)		300.00
Structural Excavation	90 cu. yds.	$ 3.00		270.00
Structural Excavation Below Elevation Shown	10 cu. yds.	20.00		200.00
Furnish Treated Timber Piling	1,710 lin. ft.	1.30		2,223.00
Drive Timber Piles	38 only	75.00		2,850.00
Class "A" Concrete (53 cu.yds.)	All Required	(7%)		5,250.00
Class "A" Concrete in Walls and Pads	12 cu. yds.	60.00		720.00
Metal Reinforcement (7,300 lbs.)	All Required	(4%)		1,200.00
Structural Steel (25,500 lbs.)	All Required			10,000.00
Treated Timber in Place	75 M-FBM	375.00		28,125.00
				$ 58,138.00

Type Code K721
Hood River Grade Sep. Str. (Br. #7095-4) (Sta. 1221+48.37 to Sta. 1222+42.37)

Remodel Hood River Grade Sep. Structure	All Required			$ 2,000.00
Shoring, Cribbing, Etc.	All Required	(22%)		1,100.00
Structural Excavation	270 cu. yds.	3.00		810.00
Structural Excavation Below Elevation Shown	30 cu. yds.	20.00		600.00
Furnish Untreated Timber Piling	3,600 lin. ft.	1.00		3,600.00
Furnish Treated Timber Piling	1,080 lin. ft.	1.30		1,404.00
Drive Timber Piles	78 only	75.00		5,850.00
Class "A" Concrete (258 cu.yds.)	All Required	(32%)		24,000.00
Metal Reinforcement (61,800 lbs.)	All Required	(31%)		9,300.00
Metal Handrail	All Required	(35%)		1,750.00
Preparation of Slopes	330 sq. yds.	2.30		759.00
Concrete Slab Riprap	330 sq. yds.	11.00		3,630.00
				$ 54,803.00
	Subtotal			$112,941.00
	10% Engr. & Cont.			11,294.00
	Total			$124,235.00

Length of Roadway	0.479 Mile
Length of 2 Structures	0.019 Mile
Total Length	0.498 Mile
Cost of Roadway Per Mile.	$447,730.66

SUMMARY OF COSTS

Description	Total Cost	Federal Funds	State Funds
Roadway	$214,463.00	$197,000.00	$ 17,463.00
Structures	124,235.00	114,000.00	10,235.00
	$338,698.00	$311,000.00	$ 27,698.00

State Funds for Costs: Chap. 175, Laws 1917; Chap. 31, Laws 1950; Chap. 529, Laws 1959.

State Funds for Maint: Chap. 529, Laws 1959.

(4)

Oregon State Highway Department -3- Federal Aid
Project No. I-80N-3(28)61

Length of Roadway - - - - - - - - - - - 0.479 Mile
Length of 2 Structures - - - - - - - - 0.019 Mile
Length of 1 Structure - - - - - - - - - ~~0.000 Mile~~ (Exception)
Total Length - - - - - - - - - - - - - 0.498 Mile
Cost of Roadway Per Mile - - - - - - - ~~$472,706.60~~ $ 403,626.30

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$193,337.00	$177,000.00	$ 16,337.00
Structures	109,820.00	101,000.00	8,820.00
	$303,157.00	$278,000.00	$ 25,157.00

void

Oregon State Highway Department

Federal Aid
Project No. I-80N-3(28)61

EAST HOOD RIVER INTERCHANGE SECTION OF THE

COLUMBIA RIVER HIGHWAY IN HOOD RIVER COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, December 20, 1961

Type Code 0010
Roadway (Sta. 1208+67.45 to Sta. 1235+00)

Clearing and Grubbing	All Required			$ 6,000.00
Drainage Excavation, Unclassified	550	cu.yds.	$ 3.00	1,650.00
General Excavation, Unclassified	54,000	cu.yds.	0.75	40,500.00
Short Overhaul	260,000	yd.stas.	0.01	2,600.00
Long Overhaul	69,900	C-yd.stas.	0.35	24,465.00
Finishing Roadbed and Slopes	All Required (10%)			1,200.00
Rounding Cutbanks	300	lin.ft.	0.20	60.00
Furnishing and Placing Topsoil	3,800	cu.yds.	2.00	7,600.00
18-inch Corrugated Metal Pipe	550	lin.ft.	5.00	2,750.00
30-inch Corrugated Metal Pipe	80	lin.ft.	10.00	800.00
18-inch Culvert End Sections	12	only	50.00	600.00
18-inch Tide Gate	1	only	150.00	150.00
10-inch Coated Steel Pipe, 12 Gage	360	lin.ft.	3.50	1,260.00
1½-inch Electrical Conduit	260	lin.ft.	2.00	520.00
Concrete Curbs	10	cu.yds.	50.00	500.00
Metal Guard Rail	160	lin.ft.	3.00	480.00
Type 2 Barricade	400	lin.ft.	4.50	1,800.00
Guard Rail-Salvaged Barricade	400	lin.ft.	1.50	600.00
Salvage and Reinstall Guard Rail	500	lin.ft.	1.50	750.00
Salvage and Stockpile Guard Rail	1,150	lin.ft.	1.50	1,725.00
Coarse Crushed Material in Base	20,300	tons	1.40	28,420.00
3/4" - 0 Material in Base	3,680	tons	1.50	5,520.00
Sprinkling	480	M-gals.	3.00	1,440.00
Preparation of Base	All Required (10%)			500.00
3/4" - 0 Material in Binder Course	140	cu.yds.	5.00	700.00
MC-800 Asphalt	24	tons	42.00	1,008.00
Class "B" Asphaltic Concrete	2,020	tons	9.00	18,180.00
Shoring, Cribbing, Etc.	All Required (6%)			540.00
Structural Excavation	500	cu.yds.	3.75	1,875.00
Structural Excavation Below Elevation Shown	60	cu.yds.	5.00	300.00
Class "A" Concrete (37 cu.yds. at $75.00)	All Required (5%)			2,775.00
Class "A" Concrete in Walls and Pads	68	cu.yds.	60.00	4,080.00
Metal Reinforcement (10,200 lbs. at $0.145)	All Required (5%)			1,479.00
Metal Reinforcement in Walls	8,400	lbs.	0.16	1,344.00
Furnish and Install Sump Pump	All Required			5,000.00
				$169,171.00

Flagging (57½% of Contractor's Cost)	All Required	(50%)		$ 6,000.00
Seeding and Mulching	All Required	(10%)		340.00
Signing (Temporary)	All Required	(25%)		250.00
				$ 6,590.00
	Subtotal			$175,761.00
	10% Engr. & Cont.			17,576.00
	Total			$193,337.00

Type Code X231

Columbia R. Br. Approach Str. (Br. #2471-4)(Sta. "C" 1214+17 to Sta. "C" 1216+45.97)

Remodel Columbia R. Br. Approach Structure	All Required			$ 7,000.00
Shoring, Cribbing, Etc.	All Required	(6%)		540.00
Structural Excavation	90 cu.yds.		$ 3.75	337.50
Structural Excavation Below Elevation Shown	10 cu.yds.		5.00	50.00
Furnish Treated Timber Piling	1,710 lin.ft.		1.50	2,565.00
Drive Timber Piles	38 only		62.00	2,356.00
Class "A" Concrete (53 cu.yds. $75.00)	All Required	(7%)		3,975.00
Class "A" Concrete in Walls and Pads	12 cu.yds.		$ 60.00	720.00
Metal Reinforcement (7,300 lbs. at $0.145)	All Required	(4%)		1,058.50
Structural Steel (25,500 lbs. at $0.25)	All Required			6,375.00
Treated Timber in Place	75 M-FBM		375.00	28,125.00
				$ 53,102.00

Type Code X221

Hood River Grade Sep. Str. (Br. #7398-A)(Sta. 1221+48.37 to Sta. 1222+48.37)

Remodel Hood River Grade Sep. Structure	All Required			$ 2,000.00
Shoring, Cribbing, Etc.	All Required	(22%)		1,980.00
Structural Excavation	270 cu.yds.		$ 3.75	1,012.50
Structural Excavation Below Elevation Shown	30 cu.yds.		5.00	150.00
Furnish Untreated Timber Piling	3,600 lin.ft.		0.90	3,240.00
Furnish Treated Timber Piling	1,080 lin.ft.		1.50	1,620.00
Drive Timber Piles	78 only		62.00	4,836.00
Class "A" Concrete (258 cu.yds. at $75.00	All Required	(32%)		19,350.00
Metal Reinforcement (61,800 lbs. at $0.145)	All Required	(31%)		8,961.00
Metal Handrail	All Required	(35%)		945.00
Preparation of Slopes	330 sq.yds.		1.00	330.00
Concrete Slab Riprap	330 sq.yds.		7.00	2,310.00
				$ 46,734.50
	Subtotal			$ 99,836.50
	10% Engr. & Cont.			9,983.50
	Total			$109,820.00

Length of Roadway . . . . . 0.479 Mile
Length of 2 Structures. . . . . 0.019 Mile
Total Length . . . . . 0.498 Mile
Cost of Roadway Per Mile. $403,626.30

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$193,337.00	$177,000.00	$ 16,337.00
Structures	109,820.00	101,000.00	8,820.00
	$303,157.00	$278,000.00	$ 25,157.00

RECEIVED
APR 11 1962
FOR FILING

COMMISSIONERS
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

April 10, 1962

Pacific Power & Light Company
Public Service Building
Portland 4, Oregon

ATTENTION: Mr. R. H. Sallee

Re: Power Line Adjustment
Mitchell Pt.-Hood River Section
Columbia River Highway
Hood River County

Gentlemen:

Your estimate and sketch map for the adjustment of your facilities on this project has been approved by the State and the Bureau of Public Roads. You are hereby authorized to proceed with the work as of March 21, 1962. This estimate has been approved as a lump sum agreement under the terms of PPM 30-4, paragraph 7-e(3). You will be paid the sum of $943.15 upon the completion of the work and the receipt of your bill in the lump sum amount forwarded through our Resident Engineer.

Very truly yours,

F. D. Morgan
Construction Engineer

By T. W. Litchfield

T. W. Litchfield
Utilities Liaison Engineer

FWS:bjh

cc: G. S. Paxson
R. L. Porter
L. H. Young
C. H. Maison
Dean Swift
Glenn Starkey
C. G. Polk

RECEIVED
APR 9 1962
FOR FILING

UNION PACIFIC RAILROAD COMPANY

I-80N-2(25) 56
6020

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

DEPARTMENT OF OPERATION

2929 NO. LARRABEE AVE.
PORTLAND 17, OREGON

APRIL 5, 1962

File Ref. D 315 - 2 - 40

Mr. Forrest Cooper,
State Highway Engineer
Oregon State Highway Department
Salem 10, Oregon

Atten: Mr. G. S. Paxson,
Deputy State Highway Engineer

Dear Sir:

Kindly refer to your letter of January 24 concerning the City of Hood River's request to attach a 10-inch water pipe line to the Second Street structure crossing over our tracks and right-of-way at Hood River, Oregon.

The proposed installation has been approved by the Railroad Company and we are arranging for an agreement with the City of Hood River to cover this pipe line.

Herewith returned is one copy of print showing the City's proposed method of attaching pipe line to the structure; this has been approved by Mr. W. E. Dowling for the Railroad's Chief Engineer, subject to the State's revision shown in red pencil.

Very truly yours,

G. H. Baker

G. H. Baker,
Superintendent

NOTED
R. P. HAMILTON

enc.

RECEIVED
APR 6 1962
OREGON
STATE HIGHWAY COMMISSION

NOTED
G. S. PAXSON

℄ Columbia St.

℄

℄ 3RD STREET — S. 0°08' W.

City Mon.

Existing

Revise to

Location

Existing 6" Main

Nut & Washer

℄

3/4" Eye Bolt

3/8 x 2 Strap Hangers & 3/4" M.B.

Supports on 10' Centers

Con

A

Section Showing Prop
Attachment to Bridg

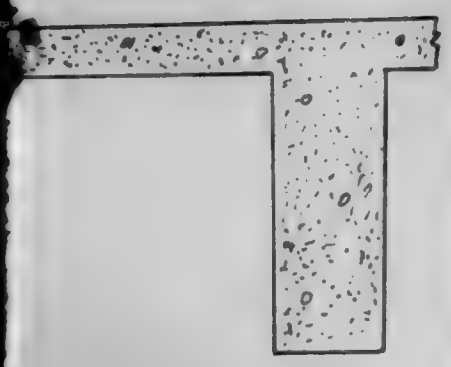
Scale 3/8-1:0"

N. 66°30' W.

Line Installation

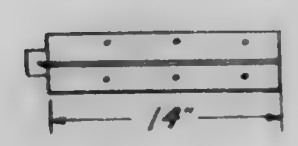
Existing 10" Main

Connect to existing 10" Main



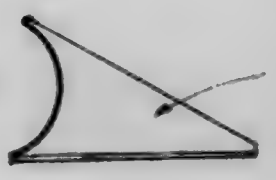
A

Proposed Pipe Bridge



½" X 5" Base Plate

Top



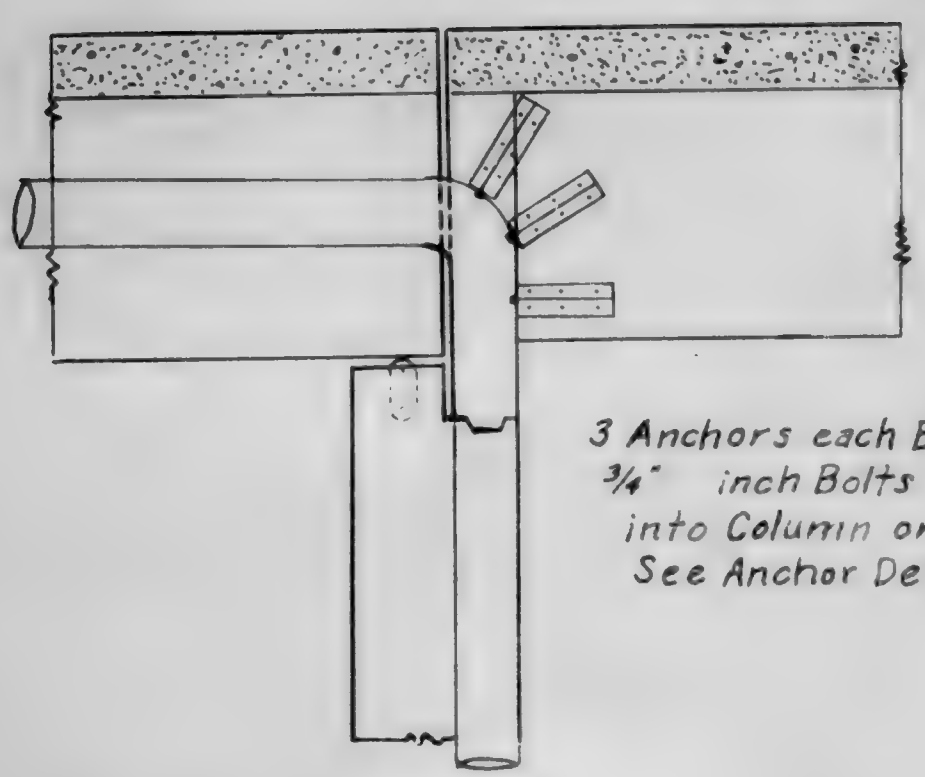
3/8"x2" Curved to Fit Pipe

½" Gusset Plate

Front

B

Thrust Anchorage Detail

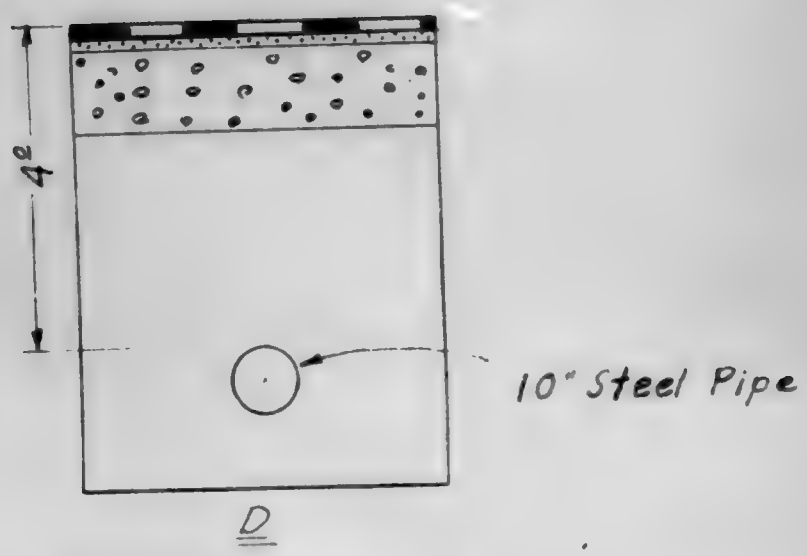


3 Anchors each Elbow
3/4" inch Bolts Set 5"
into Column or Beam
See Anchor Detail 'B'

C

Section Showing Pipe At
Hinge & Expansion Joint

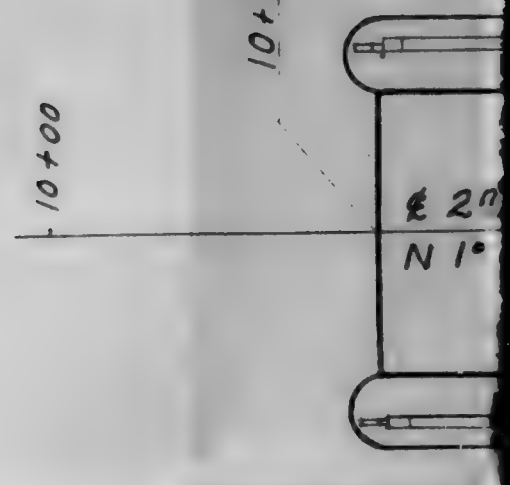
Scale 3/8 - 1'-0"



Section Showing
Pipe under Pavement

Frontage Road

R/W Line



Mitchell Point - Hood River Section
of the Columbia River Highway
Second Avenue Interchange
Showing Proposed 10" Pipe

CBR

Proposed

Top of Ripley

10+30.0

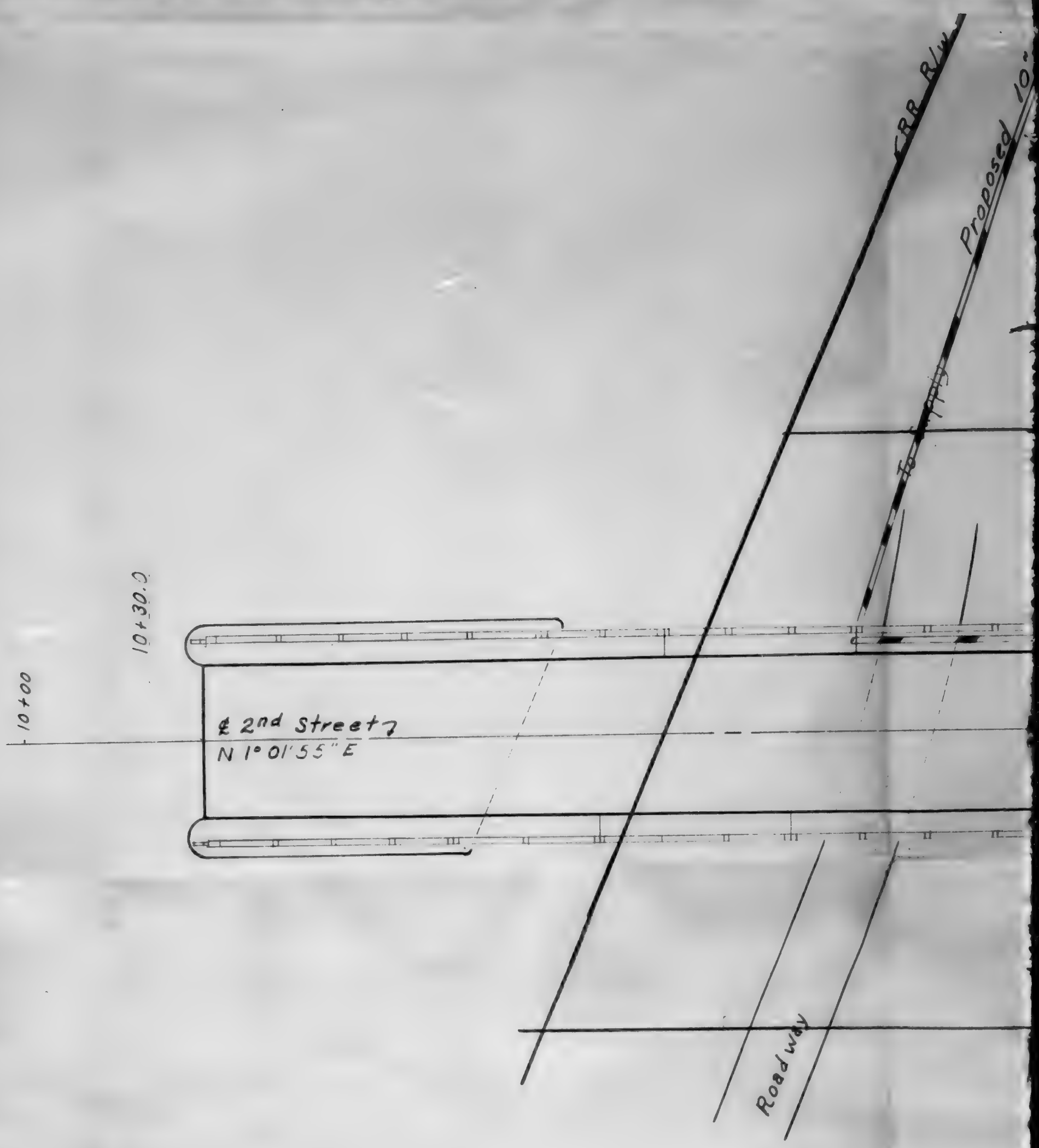
10+00

℄ 2nd Street ℄

N 1° 01' 55" E

Roadway

ction


CRR R/W
Proposed 10"
To Topsy
10+30.0
10+00
℄ 2nd Street ℄
N 1° 01' 55" E
Roadway

ction

R.R.

Encroachment

Projected Tracks

Passing Track

S 65° 42' 05" W

U.P.R.R. Main Line

S 65° 47' 35" W

Spur Track

100'

Proposed 10" P.

1194

R.R.R/W

Off Ramp

14+01.0

E.B.E

13+40.24

S 14+81.56 POT =
L² 1194+81.56 POS EB

On Ramp

R 1195+85.75 P.C.

Plan
Scale 1"-20'-0"

1494

E.B.℄

W.B.℄

N

L² 1194+41.08 P.S. 'W.B.'

16+08.0

S 15+29.13 P.O.T. =
L² 1194+64.48 P.O.S. 'W.B.'

'D' 11

F 18+85.39 P.T.

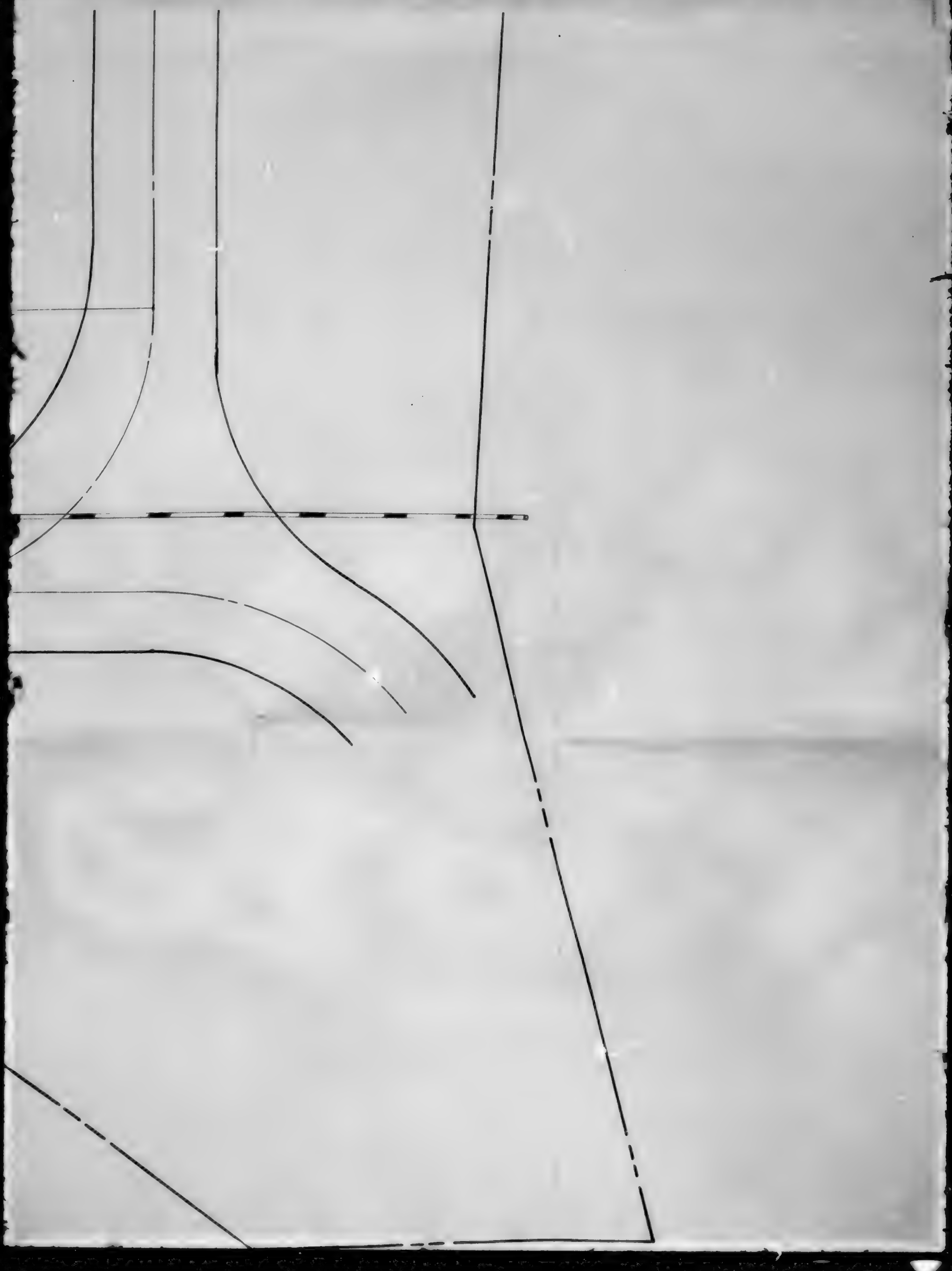
F 17+99.0 P.C.

E 11+94

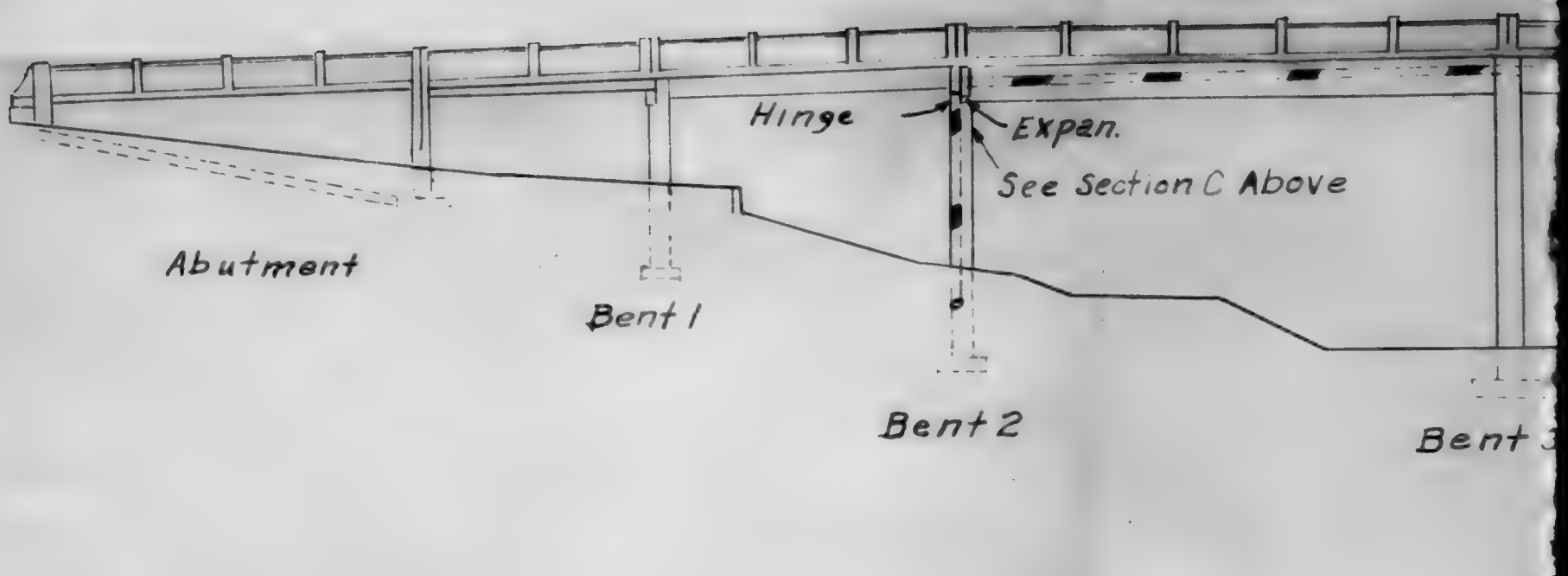
On Ramp

S 17+20.00 POT =
F. 17+20.00 POT = EQ
E 11+94+21.39 POT =
D 11+93+91.91 POT

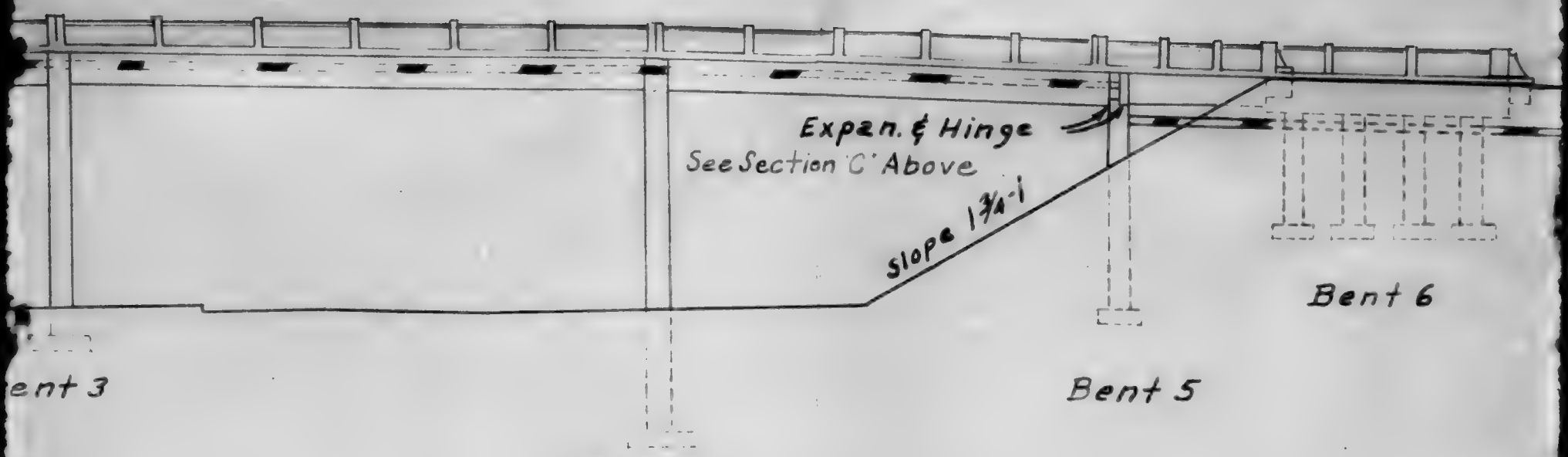
D 11+95



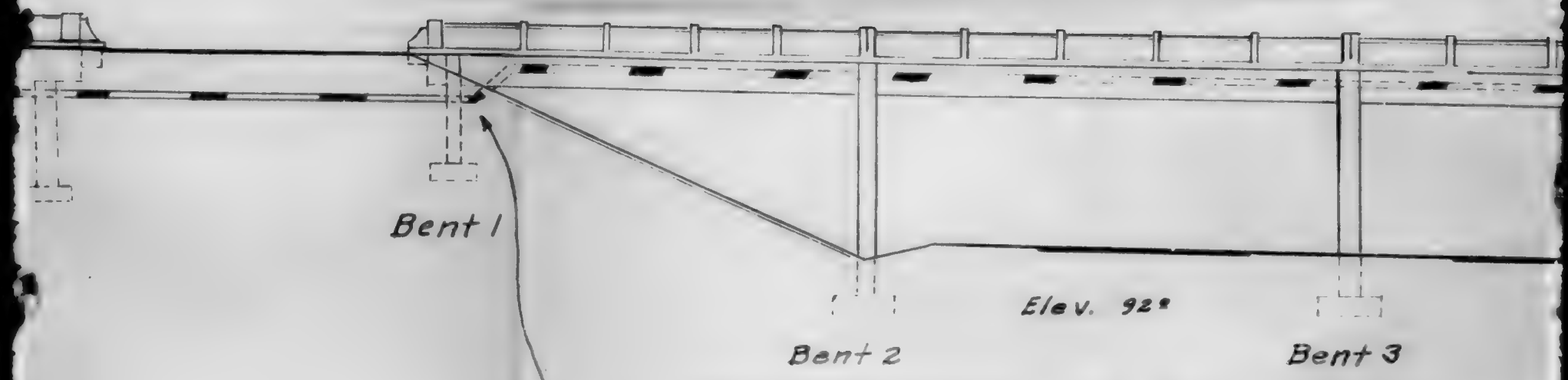
10+30.0
℄ Abutment



13+40.24
℄ Bent 6



E
Sca



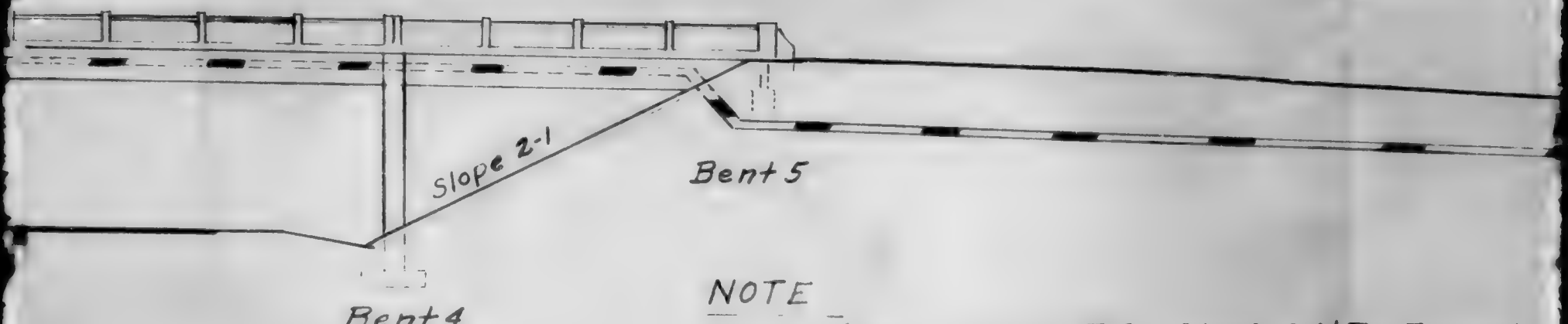
Elbow Detail Simular to Section 'C' Above at Bents 1 & 5

Provide 8 Sq. Ft. of Thrust Blocking other end Simular

Elevation
Scale 1"-20'-0"

Off Ran

16+08.0
℄ Bent 5



ve

NOTE

All Pipe 10" O.D. · 7 Ga. Steel · Cold Tar Enamel
Connected with Dresser Couplings Except
As Shown

Camel
Sept

S 17+20.00 POT-
F 17+20.00 POT-
E 1194+21.38 POT-
D 1193+91.91 POT

EQ

Nichols
Boat
Works

F 17+99.0 P.C.

UNION PACIFIC RAILROAD CO.

MAR 23 1962

APPROVED: Date .....

W. E. Dowling

For CHIEF ENGINEER

RECEIVED
APR 3 1962
FOR FILING

477 Cottage St. N.E.
Salem, Oregon

March 30, 1962

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

C. G. Polk, Division Engineer
Salem, Oregon

By:
T. Dec, Acting Division Engineer

Utility Adjustment
Pacific Power & Light Co.
Mitchel Point-Hood River
Columbia River Highway
Oregon Project I-80-N-2(25)56

Your letter of March 21, 1962 requested that we approve your letter of January 5, 1962 and the Utility's reply of March 8, 1962 as evidence of an agreement between the State and the Utility. Authorization to proceed with the work as of March 21, 1962, with reimbursement to be made on a lump sum basis subject to the provisions of PPM 30-4, was also requested.

As this has been the procedure, our approval and authorization to proceed is granted.

There are several deficiencies in the submission that we call to your attention. The exchange of letters does not comply with the requirements of PPM 30-4, Para. 7(a) that "the State and the Utility shall agree in writing on their separate responsibilities." The work to be done involves adjustments at the expense of the State and at the expense of the Utility. The provisions of Para. 7(c) are not contained in the exchange of letters as to the proportionate share to be borne by the Utility and the State. It can be assumed but it is not stated definitely that the relocation work will be done by the Utility's own forces.

In reviewing the estimate and accompanying sketch, the sketch indicates that conductor cable of one type is to be removed and cable of another type installed. The estimate of cost does not include the cost of any cable to be installed or salvage value of cable removed.

A more detailed review may develop other deficiencies, but we feel that the above is sufficient to emphasize the need for an improvement in the matter of agreements between the State and the Utility Company.

original To Morgan
with note To discuss with NLP

APR 3 1962

RECEIVED
MAR 22 1962
FOR FILING
I
6020

March 21, 1962

Mitchell Point-Hood River Sec.
Columbia River Highway
Hood River County
Project No. I-80N-2(25)56
I-80N-3(28)61

Mr. C. C. Falk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith are two copies of our Staff Attorney's letter which establishes the obligation of the State to reimburse the Frankton Water District facilities on the subject project. Also attached are two copies of Resident Engineer Starkey's letter which states the Frankton Water District is unable to make the adjustments. They will be made by the contractor under Order for Extra Work No. 2, approved by you February 19, 1962. It is not expected that this will overrun the Work Order estimate.

The item of $6,800 for water line adjustments in the P&E documents includes $1,200 to cover the estimate for adjusting the City of Hood River water lines. Omission of listing the City of Hood River was an oversight on the part of our Utilities Liaison Engineer. It will be included in the Project Agreement Estimate.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. N. Young
Office Engineer

DBP:lt

Enc.

RECEIVED
MAR 22 1962
FOR FILING
6020

March 21, 1962

Mitchell Point-Hood River
Columbia River Highway
Hood River County
Project No. I-205-2(25)56,
I-205-3(28)61

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith are the following data covering adjustments of the facilities of the Pacific Power and Light Company in connection with construction on the subject project:

1. Two copies of our Staff Attorney's letter which establishes the obligation of the State to reimburse the Company for adjusting certain portions of its facilities.

2. Two copies of the Company's estimate of cost for making those adjustments, on lump sum basis.

3. Two copies each of the sketches prepared by the Company showing the adjustments to be made.

Your approval of the agreement between the State and Company as evidenced above and authorization to proceed with the work as of this date, with reimbursement to be made on lump sum basis, under the provisions of FPM 30-4 are requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:lt

RECEIVED
MAR 23 1962
FOR FILING
6020

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 21, 1962

To:
Mr. Dean Swift
Division Engineer
State Highway Department
Bend, Oregon

SUBJECT: Power Line Adjustment
Mitchell Point-Hood River Section
Columbia River Highway
Hood River County
Project I-80N-2(25)56
I-80N-3(28)61

Enclosed are two copies of the estimate and sketch map submitted by the Pacific Power and Ligh t Company for the adjustment of their facilities on this section.

It will not be necessary to resubmit a State Force Order for this work as Mr. Glenn Starkey has already submitted it.

F. D. Morgan
Construction Engineer

By C. H. Baker
C. H. Baker
Ass't. Field Construction Engineer

RECEIVED
MAR 21 1962
OFFICE OF
STATE HIGHWAY ENGINEER

FWS:fp

Enc.

cc G. S. Paxson
R. L. Porter

NOTED
G. S. P

RECEIVED
MAR 8 1962
FOR FILING
F N-:
6020

March 7, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Mitchell Point-Hood River Section
Columbia River Highway
Hood River County
Project No. I-80N-2(25)56
I-80N-3(28)61

Herewith are the following data covering water line adjustment of the City of Hood River in connection with construction of the subject projects:

1. Two copies of our Staff Attorney's letter, which describes the work to be done by the City and establishes the obligation of the State to reimburse the City.

2. Two copies of the City's estimate and the procedure to accomplish the work.

3. Two copies of sketches prepared by the City showing the work to be done.

The formal agreement between the State and City for construction of this project has been presented to and approved by your office.

Your approval of the above work and authorization to proceed with the work as of this date under the provisions of PPM 30-3 are requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. N. Young
Office Engineer

DBP:jb

RECEIVED
FEB 26 1962
FOR FILING

J-
6(2)D

February 23, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was started on February 19, 1962, on Contract No. 4020, Mitchell Point-Hood River Section, in Hood River County, in connection with Federal Aid Project Nos. I-80N-2(25)56 and I-080-3(28)61.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:bb

RECEIVED
FEB 27 1962
FORM E-80X 50M 7-60 20306
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
February 23, 1962

To: MEMO TO FILE

SUBJECT: Removal of Flashing Caution Light
Hood River Bridge Interchange
Hood River Highway

Hood River-Mitchell Point Section
Columbia River Hwy.

I wish to advise that Division Engineer Swift called the writer on Wednesday, February 21, and requested opinion as to the need for continuing the operation of the flashing caution light at the end of the transition from four to two lanes westbound at Hood River Bridge Interchange. It appears that its power source needs to be removed while work is being accomplished. I advised Mr. Swift that I felt the transition had been adequately signed and reconstructed since the blinker was originally installed and for this reason the necessity of this blinker had somewhat dissipated itself. I told him that I felt it could operate satisfactorily without the blinker light, but if by some change confusion did exist after it had been removed for a shortpperiod of time, it could be re-installed with battery operated flasher.

Mr. Swift also inquired as to the need for the continued operation of the luminare unit at the west end of Hood River where the off ramp leads from the Columbia River Highway into town (old route). Mr. Swift advised that in reconstruction in this area, it would be necessary to discontinue the power source and to develop a new power source which would be quite costly. I advised him that in my opinion, the light could be removed providing that he delineated on both the left and right side of this ramp quite heavily. I further advised that in all probability we would not illuminate this off ramp in the final design and thus would only be a question of time until these units would no longer be needed.

J. A. Head

NOTED
TOM EDWARDS

J. Al. Head
Asst. Traffic Engineer

JAH:ta
cc: Tom Edwards
Frank Morgan
Dean Swift
W. O. Widdows

RECEIVED
OREGON
STATE HIGHWAY

RECEIVED
FEB 21 1962
FOR FILING

FORM S-129

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

6020

FORREST COOPER
STATE HIGHWAY ENGINEER

G. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

February 21, 1962

Peter Kiewit Sons' Co.,
P. O. Box 1777
Vancouver
Washington

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #6020, awarded January 19, 1962, for grading-structures on the Mitchell Pt. - Hood River Section of the Columbia River Highway in Hood River County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

RECEIVED
FEB 16 1962
FOR FILING

6020

February 15, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the Mitchell Point-Hood River Section of the Columbia River Highway in Hood River County, Contract No. 6020, in connection with Federal Aid Project No. I-80N-3(25)56, I-80N-3(28)61.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mmb
Enc.

RECEIVED
FEB 15 1962
FOR FILING

February 14, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering directional signing on the Mitchell Point-Hood River Section of the Columbia River Highway in Hood River County, Contract No. 5020 in connection with Federal Aid Project No. I-80E-2(25)56, I-80E-3(28)61.

This work is necessary for the direction and guidance of traffic during construction. It does not include warning signs, lights and barricades required of the contractor for the protection and safety of traffic and workmen.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Enc.

RECEIVED
FEB 15 1962
FOR FILING

February 14, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering the adjustment of water lines on the Mitchell Point-Hood River Section of the Columbia River Highway in Hood River County, Contract No. 6020, in connection with Federal Aid Project No. I-80N-2(25)56, I-80N-3(29)61.

This work is necessary to clear water lines for construction. They are privately owned lines, located on private property, and it is the State's obligation to pay for the adjustments. There is one Water District and private individual lines involved, none of which are equipped to do the work.

This work has been verbally approved by the BPR District Engineer.

Equipment rental rates and contractors percentage allowance will be in accordance with the State-A.G.C. agreement and special provisions of this contract.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Enc.
DBP:mmb

RECEIVED
FEB 3 1962
FOR FILING
I-80N
6020

February 7, 1962

Oregon State Highway Commission

Gentlemen:

Effective 8:00 a.m., Monday, February 5, permission was granted for the establishment of a 35-mile-per-hour construction speed zone for the Mitchell Point-Hood River Section of the Columbia River Highway, No. 2, between M.P. 59.4 and M.P. 63.0 in Hood River County.

Your concurrence is requested in the establishment of this construction speed zone.

This matter will be on the agenda for your consideration at the March 2 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Tom Edwards
F. E. Grendell

pk fn

RECEIVED
FEB 2 1962
FOR FILING
6020

February 1, 1962

Peter Kiewit Sons' Co.,
P. O. Box 1777
Vancouver
Washington

Gentlemen:

We received the two executed copies of contract #6020 awarded to you January 19, 1962, for grading-structures on the Mitchell Point-Hood River Section of the Columbia River Highway in Hood River County.

These two copies need a witness signature on the Contract page (7) where they are checked in red. After you have taken care of this matter and returned them to this office, we will then complete their processing from here, and return a fully executed copy to you for your files.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

by:
C. W. Head, Assistant Secretary

dc

RECEIVED
FEB 1 1962
FOR FILING
I-84 N (6)-2
6020

THE ÆTNA CASUALTY AND SURETY COMPANY
THE STANDARD FIRE INSURANCE COMPANY
HARTFORD, CONNECTICUT

PORTLAND OFFICE

300 YEON BUILDING
PORTLAND 4, ORE.
CAPITOL 2-9111

January 31, 1962

Mr. Floyd Query, Secretary
Oregon State Highway Commission
State of Oregon
Salem, Oregon

files

Contract No. 6020 - Peter Kiewit Sons' Co.
Mitchell Point, Hood River County

Dear Mr. Query:

Attached in duplicate are the executed contracts and bonds for the captioned contract awarded January 19, 1962. These have been signed in accordance with your instructions of January 25, 1962 to the contractor. We trust this will be satisfactory.

Very truly yours,

Lois Mulkey

Lois Mulkey
Bond Department

/lm

Encl.

cc: Jay Varner, Midwest Agencies
Edward Lynch
Des Moines Branch Office

dl

RECEIVED
FEB 1 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 26 1962
FOR FILING

COMMISSIONERS
MITCHELL WOLVERTON, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

I 501-2 J-1
6020

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

January 25, 1962

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Peter Kiewit Sons' Co.,
P. O. Box 1777
Vancouver
Washington

Gentlemen:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission, as follows:

Contract #6020, awarded January 19, 1962, for grading-structures on the Mitchell Pt. - Hood River Section of the Columbia River Highway in Hood River County.

Please execute two of these copies as to contract and bond, and return both copies to this office for execution by the Highway Commission. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT SO IT WILL NOT BE NECESSARY TO RETURN THE FORMS TO YOU FOR CORRECTION.

The third copy of the contract, on the cover of which is stamped "ADVANCE COPY to be Retained by Contractor," is furnished for your information pending receipt of a copy containing the signatures of the State Highway Commission.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
JAN 22 1962
FOR FILING
JAN 24
6020

January 24, 1962

Mr. G. M. Baker, Superintendent
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 17, Oregon

Dear Sir:

The City of Hood River has requested our permission to construct a ten-inch pipeline across the Columbia River Highway at Second Street in Hood River.

Attached is a plan of the City's proposed installation which, subject to one minor revision indicated in red, will meet with our approval. In examining the plan, you will notice the pipeline will encroach upon railroad right of way. Our interest in the pipeline at that particular location is confined to that portion attached to the Second Street structure over the railroad right of way.

The structure was constructed and is maintained by the Highway Department under the terms of an agreement between the Railroad Company and the State, dated June 1, 1951. Our easement at this location is identified as "Encroachment No. 2" under a supplemental agreement dated January 28, 1952.

Paragraph (e), pages 2 and 3 of the 1951 agreement provides, in effect, that use of the easement by the State shall be restricted to the usual and ordinary purposes of a public highway, said purposes not to include the construction and maintenance of gas, oil, or gasoline pipelines. Inasmuch as the agreement does not specifically deny water pipelines and considering that water lines installed under satisfactory conditions, and where used for public purposes, are usually permitted on highways and structures, it is our opinion that allowing the City to place its facility on this structure would not be contrary to the terms of our agreement.

In the permit we propose to issue to the City of Hood River, we would grant permission only to carry the pipe on our structure over railroad right of way and would specifically state that separate permission must be obtained from the Railroad Company to construct the pipe along, over, or across its right of way.

Would you please advise us if the procedure we have suggested would meet with your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

cc Mr. Forrest Cooper
Mr. V. D. Wolfe
Mr. H. B. Sipprell
Mr. C. S. Cox

[redacted]

FORM E-30 60M 8-61 34397

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 19, 1962

SUBJECT:

To:

Mr. Tom Edwards
Assistant State Highway Engineer
D e p a r t m e n t

I believe you are aware of the City of Hood River's request to cross the Columbia River Highway at Second Street Interchange with a water pipe line. The Department is committed to issue the necessary permit; this ~~is~~ was necessary to consummate our agreements with the City in connection with the Mitchell Point-Hood River project.

A point in question is our authority to permit the pipe line to occupy the structure maintained by the State on easement over the railroad. The Railroad-State agreement would appear to indicate that we may grant such permission; however, in discussing the matter with Mr. Frank McKinney, he advised that the Railroad Company should be contacted, informed of our intentions, and their approval be requested.

There is attached a rough draft of a letter to the Railroad Company for that purpose.

R. P. Hamilton
Utilities Permit Engineer

RPH:mg
Encl.

REFER TO
By Asst. State Hwy. Engr.

RECEIVED
JAN 22 1962
OFFICE
STATE HIGHWAY ENGINEER

RECEIVED
JAN 21 1962
FOR FILING
I 80N-2(25)56
6020

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

January 19, 1962

File

C. G. Polk, Division Engineer
08-35.1 Salem, Oregon

Oregon Project I-80N-2(25)56

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 6020 for Oregon Project I-80N-2(25)56, Mitchell Point-Hood River Section, Columbia River Highway to Peter Kiewit Sons' Company of Vancouver, Washington, low bidder in the total amount of $1,628,808.00 for this project and Project I-80N-3(28)61 at the January 17, 1962 bid opening.

Original To Young 1-23-62

RECEIVED
JAN 22 1962
FOR FILING

COMMISSIONERS:
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEN

JAN 19 1962
6020

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
O. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

January 19, 1962

Peter Kiewit Sons' Company
P. O. Box 1777
Vancouver, Washington

Gentlemen:

The State Highway Commission on January 12, 1962 awarded to you State Highway Contract No. 6020 for the following project:

Grading and structures on the Mitchell Point-Hood River section of the Columbia River Highway in Hood River County.

This award was based on your bid of $1,621,105.00 which was the low bid submitted to the Commission on January 12, 1962 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

hl

cc: Frank Morgan
L. M. Young
R. G. Savage

RECEIVED
JAN 12 1962
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

January 12, 1962

TO ALL PROSPECTIVE BIDDERS ON THE
MITCHELL POINT-HOOD RIVER PROJECT
BIDS TO BE RECEIVED JANUARY 17, 1962

Revision Letter No. 5

Gentlemen:

We are enclosing prints of revised Drawings Nos. 15843 and 15844. The revisions on these drawings are self-explanatory.

We are also enclosing a print of Drawing No. 15842A revising the PLAN view as shown on Drawing No. 15842 and adding a line diagram of the beams and additional details of median barrier anchor bolts. Information on Drawing No. 15842A shall take precedence over the remainder of the plans.

Please bear these changes in mind when preparing your bid as they will be incorporated in the contract plans.

Very truly yours,

Forrest Cooper
State Highway Engineer

By R. L. Porter

R. L. Porter
Office Engineer

Enclosures (4)

RECEIVED
COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

January 10, 1962

City of Hood River
Post Office Box 27
Hood River, Oregon

Re: Proposed Water Pipe Line
Second Street Interchange
City of Hood River

Attention: Mr. H. M. Puddy
City Administrator

Gentlemen:

Receipt is acknowledged of a linen tracing indicating the details of the subject pipe line installation.

We are this date forwarding prints of the drawing to our Bridge and Construction Divisions for inspection of the installation's design. Upon receipt of their approval of the design, we will prepare the necessary permit and forward same for your acceptance.

As requested in your letter, prints from the tracing are being forwarded to you under separate cover.

Very truly yours,

R. B. Sipprell
Director of Permits

By

Original signed by R. P. Hamilton

R. P. Hamilton
Utilities Permit Engineer

RPH:dh

bcc: Mr. Tom Edwards
Mr. F. D. Morgan (print enclosed)
Mr. Ivan Merchant (print enclosed)
Mr. V. D. Wolfe
Mr. Dean Swift
Mr. H. S. Cox
Mr. Carl M. Williams

NOTED
TOM EDWARDS

RECEIVED
JAN 11 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 1961

FORM CD-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

FOR FILE
I-80N-2(25)56

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: December 26, 1961

CGPolk

FROM : C. G. Polk, Division Engineer
08-35.4-DA Salem, Oregon

SUBJECT: Oregon Project I-80N-2(25)56
Mitchell Point-Hood River Section
Columbia River Highway

We have today approved P. S. and E. documents, subject project. This is to authorize your advertising for bids.

Our approval is subject to the condition that the Special Provisions will be revised to prohibit any crossing of the median at grade in the vicinity of the Koberg Quarry or at any other place on the Hood River-Shogren Section which has been completed to Interstate standards.

Approval of the seeding and mulching work is not to be construed as an authorization for the work's being performed by State Force.

re Young

RECEIVED
1961

NOTED

RECEIVED
DEC 1961
FOR FILING

FORM CO-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: December 26, 1961

FROM : C. G. Polk, Division Engineer
08-35.4-DA Salem, Oregon

SUBJECT: Oregon Project I-80N-3(28)61
Mitchell Point-Hood River Section
East Hood River Interchange Unit
Columbia River Highway

We have today approved P. S. and E. documents, subject project. This is to authorize your advertising for bids.

Our approval is subject to the condition that the Special Provisions will be revised to prohibit any crossing of the median at grade in the vicinity of the Koberg Quarry or at any other place on the Hood River-Shogren Section which has been completed to Interstate standards.

Approval of the seeding and mulching work is not to be construed as an authorization for the work being performed by State Force.

This approval is also contingent on appropriate revisions being made to the bridge design plans which may appear necessary following a further review by this office.

cc: Young

RECEIVED
NOTED

RECEIVED
DEC 22 1961
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 22, 1961

To:

Mr. Victor D. Wolfe
Administrative Assistant
O F F I C E

SUBJECT. Proposed City Water Pipe Line
Second Street Structure
City of Hood River
Interstate 80N

As a result of your letter of December 7, 1961, Mr. Hal Puddy was contacted on December 15, 1961 by Mr. T. W. Litchfield, Utilities Liaison Engineer. Mr. Puddy stated he needed some drafting assistance and occasional advice from a local resident bridge engineer.

On December 19, 1961, I made the necessary arrangements with Mr. Starkey to supply a draftsman and with the Bridge Division to have Mr. Rodriquez lend what assistance he could to Mr. Puddy.

Upon completion of the plans, Mr. Puddy will submit them to the Department for approval.

F. D. Morgan
Construction Engineer

By
F. B. Klaboe
Assistant Construction Engineer

TWL:fp

RECEIVED
STATE HIGHWAY ENGINEER

NOTED
V. D. WOLFE

RECEIVED
JAN 16 1962
FOR FILING

MISC. CONTRACTS AND AGREEMENTS

I-80N-2(25)5
Kin
6082

Salem, Oregon
December 19, 1961

Agenda Item 4-n-2

Mr. H. S. Cox
City & County Relations Engineer
Office

Throughway Agreement
Mitchell Point-Hood River Section
Columbia River Highway
City of Hood River

Attached is a conformed copy of a throughway agreement with the City of Hood River covering the Mitchell Point-Hood River Section of the Columbia River Highway.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City of Hood River.

Secretary

rn
Attach: 1

RECEIVED
DEC 19 1961
FOR FILING

I-5(N)-2(25) 37
6026

December 19, 1961

Mr. B. A. Erickson
City Recorder
City Hall
Hood River, Oregon

Dear Sir:

We are enclosing for the records and files of the City of Hood River a fully executed copy of a Throughway Agreement between the State Highway Commission and the City of Hood River providing for removal of utilities reconstruction of 2nd Street Interchange, construction of frontage road and closure of an unnamed street in Hood River.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

rn
Enc.

RECEIVED
DEC 7 1961
FOR FILING

I-80N-2(25) 52
6024

December 7, 1961

Mr. R. M. Puddy, City Administrator
City of Hood River
Post Office Box 27
Hood River, Oregon

Dear Mr. Puddy:

Reference is made to your letter of December 5 requesting whatever help the Highway Department may be able to furnish you in the preparation of the necessary plans to accompany your request for a proposed water pipe line crossing permit on the Second Street Interchange structure.

I have asked our Construction Engineer to give you as much assistance as he can commensurate with the work load of his staff.

Very truly yours,

Forrest Cooper
Acting State Highway Engineer

By

Victor D. Wolfe
Administrative Assistant

VDWlms
cc Mr. Forrest Cooper
Mr. Tom Edwards
Mr. R. B. Sipprell (Hamilton)
Mr. H. S. Cox

Salem, Oregon
December 7, 1961

Mr. Tom Edwards
Construction Engineer
BUILDING

Proposed City Water Pipe Line
Second Street Structure
City of Hood River
Interstate 80N

Attached is a copy of a letter addressed to Mr. Cooper over the signature of Hal Puddy, City Administrator, Hood River, and copies of necessary background correspondence.

Will you take whatever steps are necessary to lend as much assistance as you can to Mr. Puddy in the preparation of necessary plans which will accompany the City's request for a permit to hang a water main on the Second Street structure.

Necessary plans are outlined in the attached copy of a letter addressed to Mr. Puddy over the signature of R. P. Hamilton, dated October 19, 1961.

Victor D. Wolfe
Administrative Assistant

VDW:ms
attach
cc Mr. Forrest Cooper
Mr. E. B. Sipprell, attention Mr. R. P. Hamilton
Mr. H. S. Cox

CITY OF HOOD RIVER

P. O. BOX 27

HOOD RIVER, OREGON

December 5, 1961

Mr. Forrest Cooper
Deputy State Highway Engineer
Oregon State Highway Department
Salem, Ore.

Dear Mr. Cooper:

Mayor Neilson has handed me your letter of Nov. 27, 1961, for reply.

Our work here has been quite demanding during recent weeks, and we would therefore appreciate whatever help you may be able to furnish us for the preparation of final plans and specifications of our proposed new water line installation on the State Highway Right-of-Way.

Thank you in advance for this courtesy.

Very truly yours,

Hal Puddy

H. M. Puddy
City Administrator

HMP:ew

Wolfe

RECEIVED
DEC 3 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 1961
OFFICE OF
STATE HIGHWAY ENGINEER

Nature's Purest Water . . . Always Ice Cold

RECEIVED
DEC 7 1961

FORM E-30 50M 7-60 29389

FOR FILING

F-80N-2(2)-2

6020

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 5, 1961

To: Mr. P. M. Stephenson
O F F I C E

SUBJECT: Throughway Agreement
Mitchell Point-Hood River Section
Columbia River Highway
City of Hood River

Attached are three copies of an agreement covering the subject project. Two copies have been signed by the City and the project is now ready for approval by the Highway Commission and certification by the Secretary. Both copies require your signature of approval.

The project was previously approved 12/12/58.

John D. Graham
County & City Relations Office Engineer

JDG:mm
Att.

NOTED
P. M. STEPHENSON

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NOV 28 1961
FOR FILING
I-HON-2(35)

November 27, 1961

Hon. R. A. Neilson
The Mayor
City Hall
Hood River, Oregon

Dear Mr. Neilson:

This letter is to advise you that present plans call for letting of the Mitchell Point-Hood River Section of the Columbia River Highway on January 17, 1962. It is necessary that the throughway agreement between the State of Oregon and the City of Hood River be signed well in advance of the above date.

It is my understanding that the Hood River City Council is willing to sign the throughway agreement, as written, providing a permit be issued for a proposed water pipe line crossing on the Second Street Interchange structure. The Highway Department is prepared to issue this permit as soon as Hood River's proposed plans are submitted.

If, due to the press of other work, the City of Hood River needs aid in the preparation of these plans, please feel free to make your wants known.

I trust that you will sign the agreement so that work may proceed in an orderly fashion.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

HSC:mm

cc: H. S. Cox

RECEIVED
NOV 29 1961
FOR FILING

I-SCN-6(2)
(W)2A

MEMO TO FILES
11/27/61

Throughway Agreement
Mitchell Point-Hood River Section
City of Hood River

Friday, November 24, 1961, I went to Hood River and contacted Mr. Dean Wright, Hood River City Councilman, regarding the status of the throughway agreement with the City of Hood River. I explained to Mr. Wright that the Mitchell Point-Hood River Section would be up for letting January 17, 1962, and that it would be necessary that the throughway agreement be signed at least a month prior to that date, and that if such agreement were not signed the project would either have to be postponed or shortened.

I asked Mr. Wright if City Manager Puddy had been keeping the Council informed as to progress of the water line permit over the Second Street structure. I believe they have been reasonably well informed and Mr. Wright stated that he could personally see no reason why this agreement should not be signed if it were again presented to the Council. I told Mr. Wright that I would call Mr. Puddy and advise him that I would again present the agreement to the City Council December 4, 1961. I will also present a resolution for signature and I hope to be armed with a letter from Mr. Cooper assuring the City Council of Hood River that a permit will be issued upon receipt of proper plans and specifications.

I also told Mr. Wright that the Department would help Mr. Puddy in preparation of these plans if such aid were requested.

H. S. Cox
County & City Relations Engineer

HSC:mm

cc: Forrest Cooper
Victor Wolfe
G. S. Paxson

RECEIVED
NOV 28 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 22 1961
FOR FILING

November 21, 1961

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 17, Oregon

Re: Mitchell Point-Hood River Section

Dear Sir:

The Pacific Concrete Company have the contract for the overcrossing of your tracks in Hood River. They have furnished railroad insurance in accordance with our agreement. In building this structure, they desire to cross your tracks at grade with materials and construction equipment. I attach hereto two prints from a drawing showing the locations of the crossings of the two spur tracks, the main line track and the passing track. I understand that such permits are to be granted directly to the State, and we in turn will require our contractor to be responsible to us in the same measure that we are responsible to your company.

It would be appreciated if you would issue us a permit for this temporary haul road crossing.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. S. Paxson
Assistant State Highway Engineer

Attach.

CSPrae

cc to: Mr. W. C. Williams
Mr. Ivan D. Merchant

PACIFIC CONCRETE COMPANY

GENERAL CONTRACTORS

P.O. Box 7648
Portland 20, Oregon

10401 N. E. Marx Street
ALpine 4-7315

November 15, 1961

Oregon State Highway Department
Salem, Oregon

Attention: Mr. Gardener

Re: Hood River-U.P.R.R. Overcrossing
Bridge No. 8662

Dear Sir:

Please find enclosed one (1) drawing indicating our plan of access in the vicinity of the U.P.R.R. tracks. This is in accordance with a verbal request by the Union Pacific Railroad, that we submit this through your office prior to the railroad's approval.

Please forward drawing to the Union Pacific Railroad office, Portland, at your earliest convenience, as we anticipate beginning construction in the very near future. Thank you for your consideration.

Yours very truly,

PACIFIC CONCRETE COMPANY

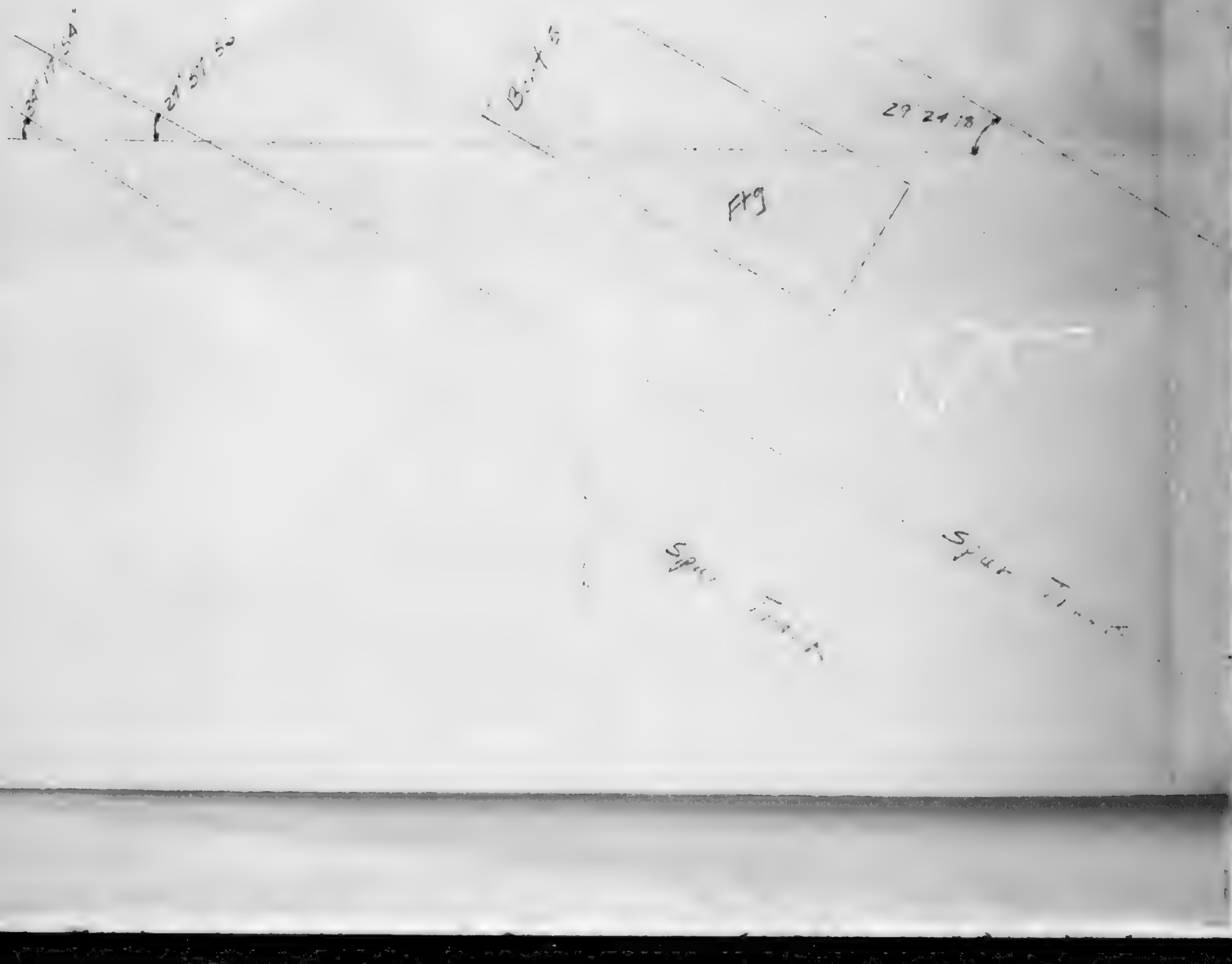
By D. C. Stensrud
D. C. Stensrud

DCS:ew

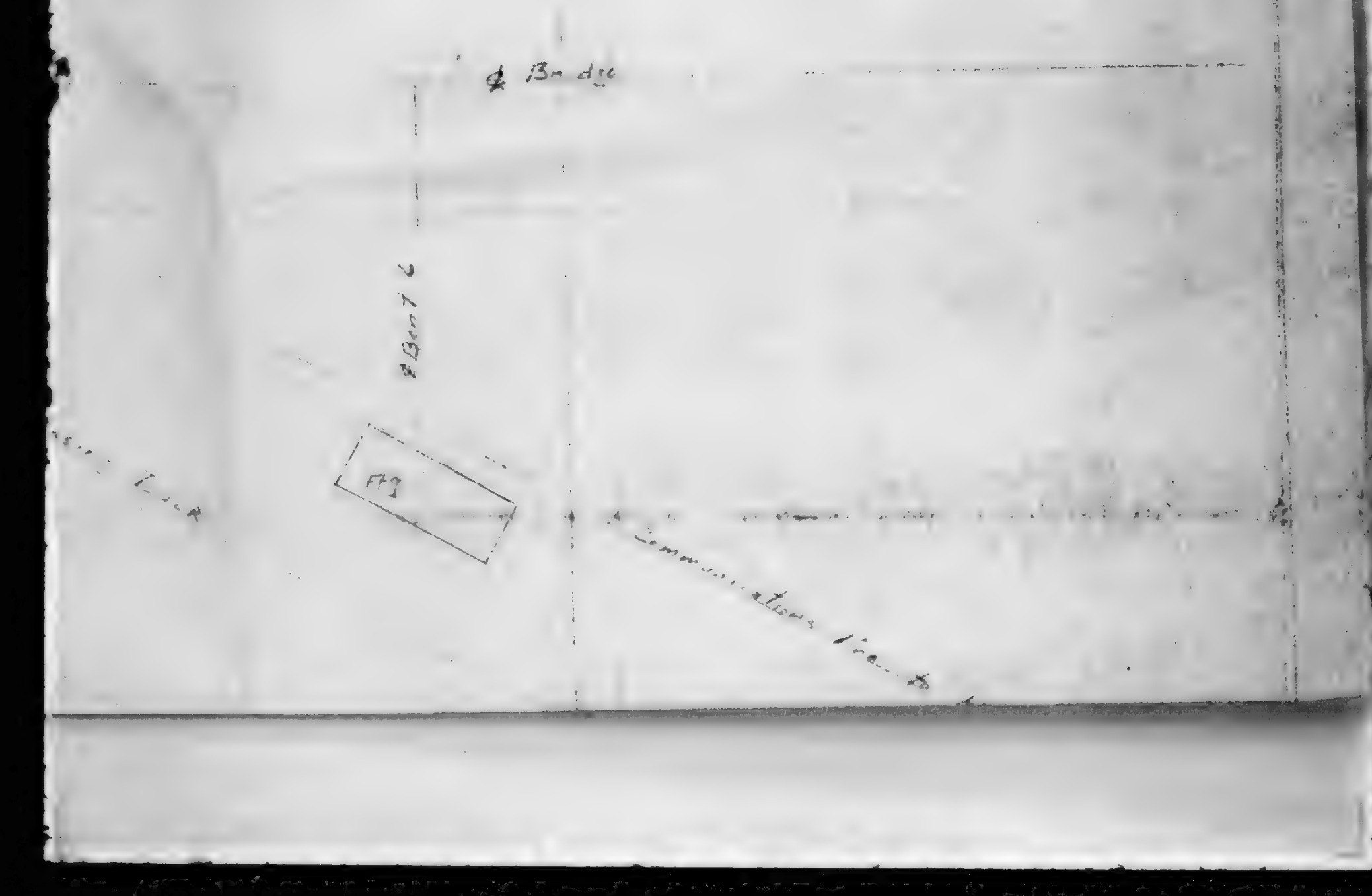
Encl.

RECEIVED
NOV
STATE HIGHWAY ENGINEER

U. P. R.R. C'Xing at Hood River
Bridge No. 3662
Pacific Concrete Company
by O. J. Stanerud



Note. Communication Lines should
be removed within the limits of
the Right of Way Line & Access Control Line



Spur Track

Spur Track

15'

Main Track

Passing Track

Ctr

E Bound

FF

15'

15'

15'

15'

Approximate R/R Line & Access Control Line

E Bent 7

F9

Communications line to be removed by W.P.R.R.

15'

15'

15'

15'

x-ing

x-ing

Approx 135' to E/Sta.

Central Line

RECEIVED
NOV 29 1961
FOR FILING

I-80N - 2(25) -

(CC2)

MISC. CONTRACTS and AGREEMENTS No.

Salem, Oregon
October 30, 1961

Agenda Item 4-k

Throughway Agreement
Mitchell Point-Hood River Section
Columbia River Highway
Hood River County

Mr. H. S. Cox
County & City Relations Engineer
O f f i c e

Attention: Mr. John D. Graham
County & City Relations Office Engineer

Attached is a conformed copy of a throughway agreement with Hood River County covering the closure of county roads or access to the Mitchell Point-Hood River Section of the Columbia River Highway in Hood River County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Hood River County.

Secretary

rn
Enc.

FORM E-20 50M 7-60 20309

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 6, 1961

AGENDA
OCT 20 1961
4 hc

To: Mr. G. S. Paxson
O F F I C E

SUBJECT: Throughway Agreement
Mitchell Point-Hood River Section
Columbia River Highway
Hood River County

Attached are three copies of an agreement covering the subject project. Two copies of the agreement have been executed by the county and are now ready for approval by the Highway Commission and certification by the Secretary. Both copies require your signature of approval.

John D. Graham
County & City Relations Office Engineer

JDG:mm
Att.

cc: Victor D. Wolfe
J. D. Barbee
W. T. Wright

1 copy to be signed

(A)
2 COPIES TO BE SIGNED
(by Secretary)

M

RECEIVED
OCT 30 1961
FOR FILING

October 30, 1961

County Court of Hood River County
Court House
Hood River, Oregon

Gentlemen:

We are enclosing for the records and files of Hood River County a fully executed copy of a Throughway Agreement between the State Highway Commission and Hood River County providing for closure of county roads or access to the Mitchell Point-Hood River Section of the Columbia River Highway in Hood River County.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

rn
Enc.

RECEIVED
OCT 27 1961
FOR FILING
I- 80N-2(07)31
6.C.20

Salem, Oregon
October 26, 1961

Mr. R. P. Hamilton
Utilities Permit Engineer
BUILDING

In going over your letter to the City of Hood River re the proposed water pipe line on the Second Street structure, I notice the lack of any statement pertaining to the construction time element.

Should I assume that you felt this was not the proper time to raise this question?

Victor D. Wolfe
Administrative Assistant

VDW:ms

RECEIVED
OCT 27 1961

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

October 19, 1961

City of Hood River
Post Office Box 27
Hood River, Oregon

Re: Proposed Water Pipe Line
Second Street Interchange

Attention: Mr. H. H. Puddy
City Administrator

Gentlemen:

Reference is made to the subject-named pipe line and in particular to your October 9 letter to Mr. Victor D. Wolfe whereby cost estimates were furnished for the two separate proposed locations of the pipe line.

There is, of course, no comparison between the two estimates considering the apparent revision in the City's plan which deletes pipe line construction along the north side of the highway easterly of the Sewage Treatment Plant. We would assume that the City now proposes to construct their pipe line across highway right of way at Second Street, extending the main easterly to the vicinity of the heat works.

Please be advised that the Highway Department is prepared to issue their standard pipe line permit to cover such a pipe crossing. The Bureau of Public Roads has been contacted; their tentative approval of the permit has been intimated subject to certain conditions which, for your information and consideration in designing the installation, are listed as follows:

1. Access to the pipe line will not be permitted from the highway traffic lanes.

2. The vertical clearance of the highway structure will not be reduced.

3. Steel pipe with plain end welded joints and expansion couplings with adequate provision made for free movement of the pipe during expansion and contraction will be used across the structure.

Before we can prepare the permit, it will be necessary that the City submit plans of the entire installation to be located on highway right of way. The plans should include a plan view of the pipe line, with ties to highway or connecting road centerlines and also ties to any angle points in the pipe line and also where it will enter and leave highway right of way. It is imperative that the plans show in

complete detail the proposed method of attachment to the highway and railroad structure. Eight sets of the plans will be required or if the City prefers, they may furnish one complete set of plans prepared on tracing paper or other reproducible material.

For the City's use in preparing their plans, being forwarded under separate cover this date is a sheet covering the Second Street Interchange taken from the plans of the Highway Department's forthcoming construction project and also full sets of plans of the structures over the highway and railroad. You will notice notations on the plans indicating that permission from the railroad will be necessary to cross their right of way. The Highway Department maintains the structure which occupies railroad right of way under an easement only; therefore, the details of attaching a pipe line to the structure are subject to the State's approval, but permission to cross the railroad right of way must be obtained from the railroad.

Should there be any question concerning the location of the pipe line on highway right of way, you may contact our District Maintenance Superintendent, Carl Williams, at The Dalles, Telephone: CY 6-2215.

Upon receipt of satisfactory plans of your proposed installation, we will proceed immediately with the preparation of the permit.

Very truly yours,

R. B. Sipprell
Director of Permits

By

R. P. Hamilton
Utilities Permit Engineer

RPH:dh

bcc: Mr. Tom Edwards
Mr. Evan D. Marchant
Mr. Victor D. Wolfe
Mr. Dean Swift
Mr. D. H. Moehring
Mr. Carl M. Williams
Mr. G. A. Starkey

H.S Cox

RECEIVED
OCT 20 1961
STATE HIGHWAY ENGINEER

477 Cottage St. N.E.
Salem, Oregon

October 18, 1961

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Attention: Mr. R. P. Hamilton
C. G. Polk, Division Engineer
08-35.4-DA Salem, Oregon

Oregon Project I-80N-2(--)41, Proposed Water Line,
City of Hood River - Second Street Structure

Reference is made to your letter dated October 13, 1961. It is noted that you are now prepared to issue a permit allowing the City to place the pipe on the Second Street Structure.

Please submit the proposed permit and if the stipulations set forth therein are satisfactory (see our letter dated July 14, 1961), we will approve its issuance.

RECEIVED
OCT 18 1961
OFFICE OF
OREGON
HIGHWAY

RECEIVED
OCT 19 1961
COMMISSIONERS

M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. STRICKLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

October 13, 1961

Mr. C. G. Polk, Division Engineer
U. S. Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Re: Proposed Water Pipe Line
City of Hood River
Interstate Highway 80-N

Dear Sir:

Further reference is made to the subject matter and in particular to your July 14 letter whereby you requested that we advise you of the outcome of our negotiations with the City of Hood River.

You will recall that we had suggested an alternate plan, whereby the use of the Second Street Structure by the pipe line would be eliminated; instead the pipe would cross under the highway through a 42" conduit previously installed for the City's use at Station 1172.

This plan was presented to the City with a request that estimates of cost be submitted for both plans. We have received such estimates and any thoughts of comparison are rendered useless through a major revision the City has made in their original plan.

The City now proposes to construct only a small portion of the plan they originally presented to us. This would be from an existing main at Third and Columbia Streets, easterly to Second Street, thence northerly over the structure to the vicinity of Nichols Boat Works. Deleted from their original plan is a main extension along the north side of the highway from the boat works to the sewage treatment plant. As the City puts it: "---water needs of a future industry are difficult, if not impossible, to predict at this time".

We would assume, however, that through future permit applications, the City intends to achieve the construction of their facilities at the same general locations they originally proposed.

In view of all circumstances involved, we are now prepared to issue a permit allowing the City to place their pipe

NOTED
P. M. STEPHENSON

on the structure. If you concur in this, would you please advise this Department, to the attention of the undersigned.

Very truly yours,

R. B. Sipprell
Director of Permits

By

R. P. Hamilton
Utilities Permit Engineer

RPH:dh

cc: Mr. P. M. Stephenson

RECEIVED
OCT 13 1961
OFFICE OF
STATE HIGHWAY ENGINEER

CITY OF HOOD RIVER

P. O. BOX 27

HOOD RIVER, OREGON

October 9, 1961

Oregon State Highway Dept.
Salem, Oregon

Attn: Mr. Wolff

Dear Mr. Wolff: Re: City's Request for Pipeline Permit

In reply to your verbal request during our meeting in Hood River in August, please be advised that I have estimated the cost of 8" pipeline installation for two separate routes to provide water service in the vicinity of Nichols Boat Works as follows:

1. From existing main at 3rd and Columbia Streets easterly to 2nd Street and thence northerly along the overpass structures and through the fills to the vicinity of Nichols Boat Works.
   Preliminary Cost Estimate $ 9,200.00

2. From existing main at 13th and Industrial northerly to U. S. 30, thence easterly along U. S. 30 right-of-way, including crossing of U. P. Railroad Tracks on new overpass structure, to vicinity of Nichols Boat Works.
   Preliminary Cost Estimate $24,000.00

Route No. 2 may have some additional future value due to possible fill and development of the area northerly of U. S. 30 and easterly of the City's Sewage Treatment Plant, but water needs of a future industry are difficult, if not impossible, to predict at this time.

I hope this information will be sufficient to warrant your issuance of the permit as requested, which will expedite other pending agreements and right-of-way matters.

Very truly yours,

Hal Puddy

H. M. Puddy
City Administrator

HMP/ds

RECEIVED
OCT 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 10 1961
OFFICE OF
STATE HIGHWAY ENGINEER

Nature's Purest Water . . . Always Ice Cold

RECEIVED
OCT 9 1961
FOR FILING

I-84W-2(2)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 6, 1961

To: Mr. G. S. Paxson
O F F I C E

SUBJECT: Throughway Agreement
Mitchell Point-Hood River Section
Columbia River Highway
Hood River County

Attached are three copies of an agreement covering the subject project. Two copies of the agreement have been executed by the county and are now ready for approval by the Highway Commission and certification by the Secretary. Both copies require your signature of approval.

JDG

John D. Graham
County & City Relations Office Engineer

JDG:mm
Att.

cc: Victor D. Wolfe
J. D. Barbee
W. T. Wright

RECEIVED
OCT 6 1961
STATE HIGHWAY ENGINEER

NOTED
V. D. WOLFE

MEMO TO FILES
10/5/61

RE: Throughway Agreement
Mitchell Point-Hood River Section
Columbia River Highway
City of Hood River

Monday evening at 7:00 P.M., October 2, 1961, I met with the Hood River Street Committee regarding signing of an agreement with the State of Oregon for construction of the Mitchell Point-Hood River Section of the Columbia River Highway, State Primary No. 2. At 7:30 P.M. signing of the agreement came before the entire City Council. The final outcome of these meetings was passage of a motion that the City of Hood River do not sign any agreement until a permit is received, by the City of Hood River, for hanging of a water main on the 2nd Street interchange structure.

I endeavored to explain to the Council that the water main problem was foreign to this agreement. Mr. Vawter Parker (City Attorney) stated that the State was "stalling" on issuing of a permit and that he advised the Council against cooperation until such time as a permit was issued. Mr. Puddy (City Manager) agreed to this.

It was also mentioned that the City owns property that is necessary for construction and that this property will be most difficult to obtain until the water main situation is resolved.

Mayor Neilson asked me if the water main issue was not discussed at the former Council meeting I attended. My answer was, "No." Mr. Parker and Mr. Puddy also attempted to insert this issue as being discussed at the former Council meeting but three of the Council members stated that they could not recall any such discussion. I asked Mr. Puddy if a permit had been obtained from the railroad company for a main crossing. The answer was no.

I asked Mr. Puddy if Mr. Wolfe had been furnished an estimate of cost of water mains as promised previously and again the answer was no.

Mr. Parker gave me a copy of a resolution he had drawn, I in turn gave him a copy of our standard resolution.

At this point I expressed regret that the agreement could not be signed, collected the three copies that had been circulating among the Council, thanked them for their time and departed.

H. S. Cox
County and City Relations Engineer

HSC:mm
cc: Forrest Cooper
Victor Wolfe
Tom Edwards

V.C. see me

NOTED
FORREST COOPER

RECEIVED
1961
STATE HIGHWAY ENGINEER

RECEIVED
OCT 4 1961
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon

October 3, 1961

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

By:
M. E. Martin
Acting Division Engineer

C. G. Polk, Division Engineer
08-35.4-DA Salem, Oregon

Oregon Project I-80N-2(--)41
Peter's Access Point

End of Whitcomb

Reference is made to your letter dated September 6, 1961. On the basis that it would be undesirable and not in the public interest to isolate the area adjacent to this proposed partial interchange, since there would be no alternate method of providing access except at probably extraordinary expense, it appears satisfactory to furnish the loop type ramp in the southwest quadrant. It is understood that the westbound on-ramp will be eliminated, and that on this basis the cost of the facility would be some $9,000 in excess of the estimated value of the property which would be isolated.

Porter Edwards

RECEIVED
SEP 14 1961
FOR FILING

Salem, Oregon
July 19, 1961

Mr. Tom Edwards
Construction Engineer
O F F I C E

Will you please prepare a plan and cost estimate for the simplest, feasible half-diamond interchange on Interstate SON a little easterly of Mitchell Point.

You will recall that we have attempted to get the Bureau to agree to a change in the so-called Peters interchange to allow for traffic to and from Hood River.

I have discussed this matter on several occasions with Division Engineer Polk and, while he has indicated that the Bureau would make a study, I have heard nothing further. I believe the only way to bring this into focus is to make a plan, cost estimate, design, etc., and ask in writing for its approval.

Will you please prepare the necessary data.

Forrest Cooper
Deputy State Highway Engineer

FC:fn

cc W. C. Williams

NOTED
FORREST COOPER

RECEIVED
SEP 6 1961
FOR FILING

September 6, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Dear Sir:

Enclosed are three copies of a plan which provides a westbound off ramp and an eastbound entrance ramp in the vicinity of the Peters and Galligan properties on the Mitchell Point-Hood River Section of Interstate 80N. This is the cheapest possible plan that we have been able to arrive at in this area and is one that provides the type of service the Hood River people are demanding.

The cost estimate for the construction of this facility is $69,000, plus $200 for a small additional parcel of right of way. Our right-of-way estimate of cost, based on no access to the Peters and Galligan properties, is $60,000. This is an increase of $7,000 over the figure we previously furnished you. Our Right of Way Division advises that this cost of $60,000 is based on a right-of-way appraisal which was developed from good background material. Our previous estimate of $53,000 was a windshield estimate only.

In view of the past history of this controversy and the results of the various discussions which have been held with interested parties in Hood River, I am requesting your approval of this design in order that we may proceed with this project in the near future.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

cc Mr. W. C. Williams
Mr. Tom Edwards

GKA:jp fn

FORM E-80 50M 8-61 24397

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

August 25, 1961

SUBJECT: Peters-Galligan Access
Mitchell Point-Hood River Section

To:

Mr. Forrest Cooper
Deputy State Highway Engineer
B u i l d i n g

I am sending to you herewith a copy of the proposed Peters-Galligan Interchange which provides for a westbound off-ramp and an eastbound on-ramp. Our estimated cost for the construction of the plan, as shown, is $69,200. The latest right of way estimate of cost, if no access were provided to the Peters and Galligan properties, would be $60,000. This cost is $7,000 higher than the right of way estimate that was used a year ago. The right of way appraisals and all the necessary background information for this appraisal is practically complete and the Right of Way Department indicates that the figure of $60,000 is more accurate and is based on a solid background of information.

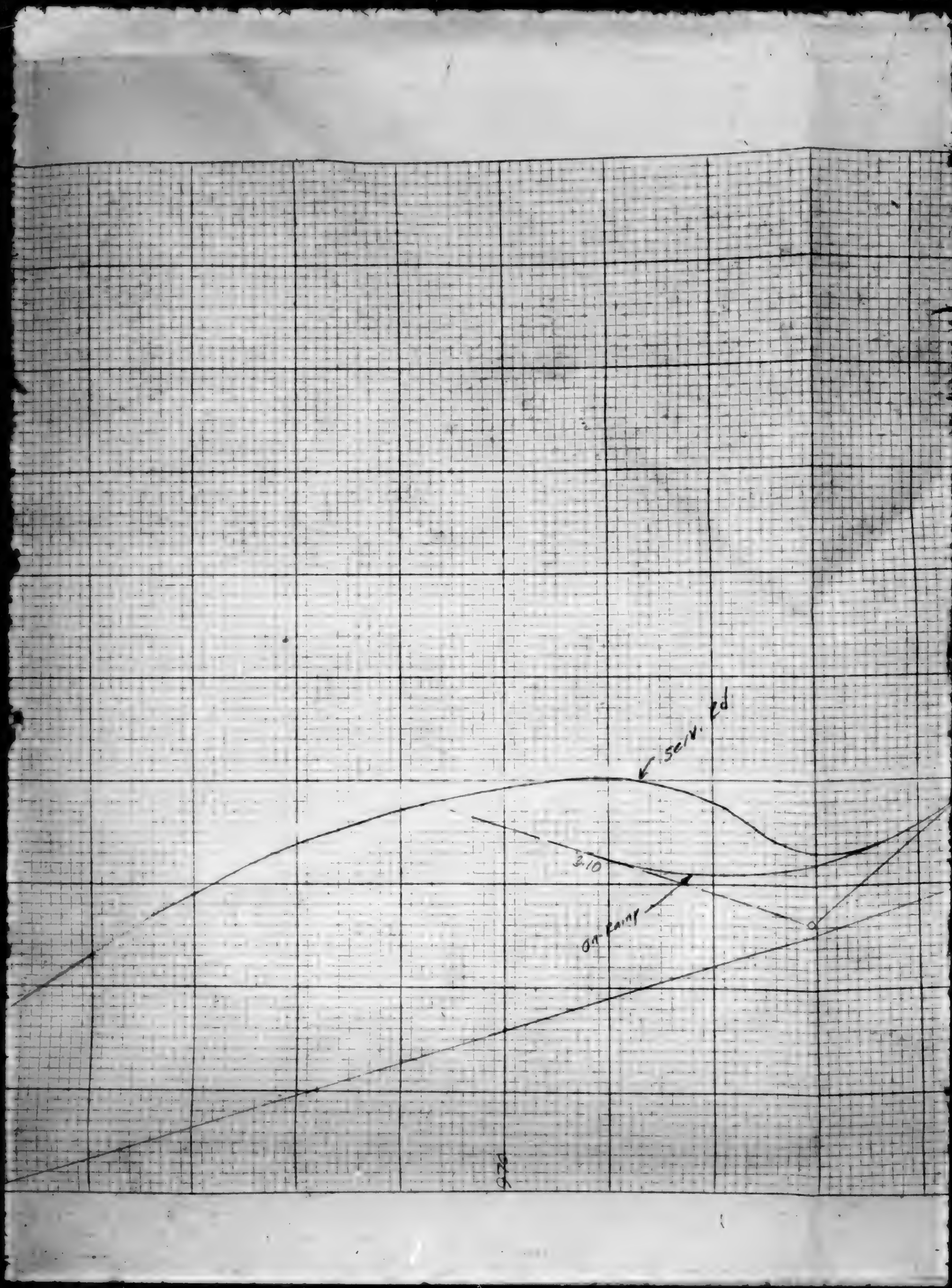
It is my recommendation that the plan being presented to you herewith should be constructed if the approval of the Bureau of Public Roads can be obtained.

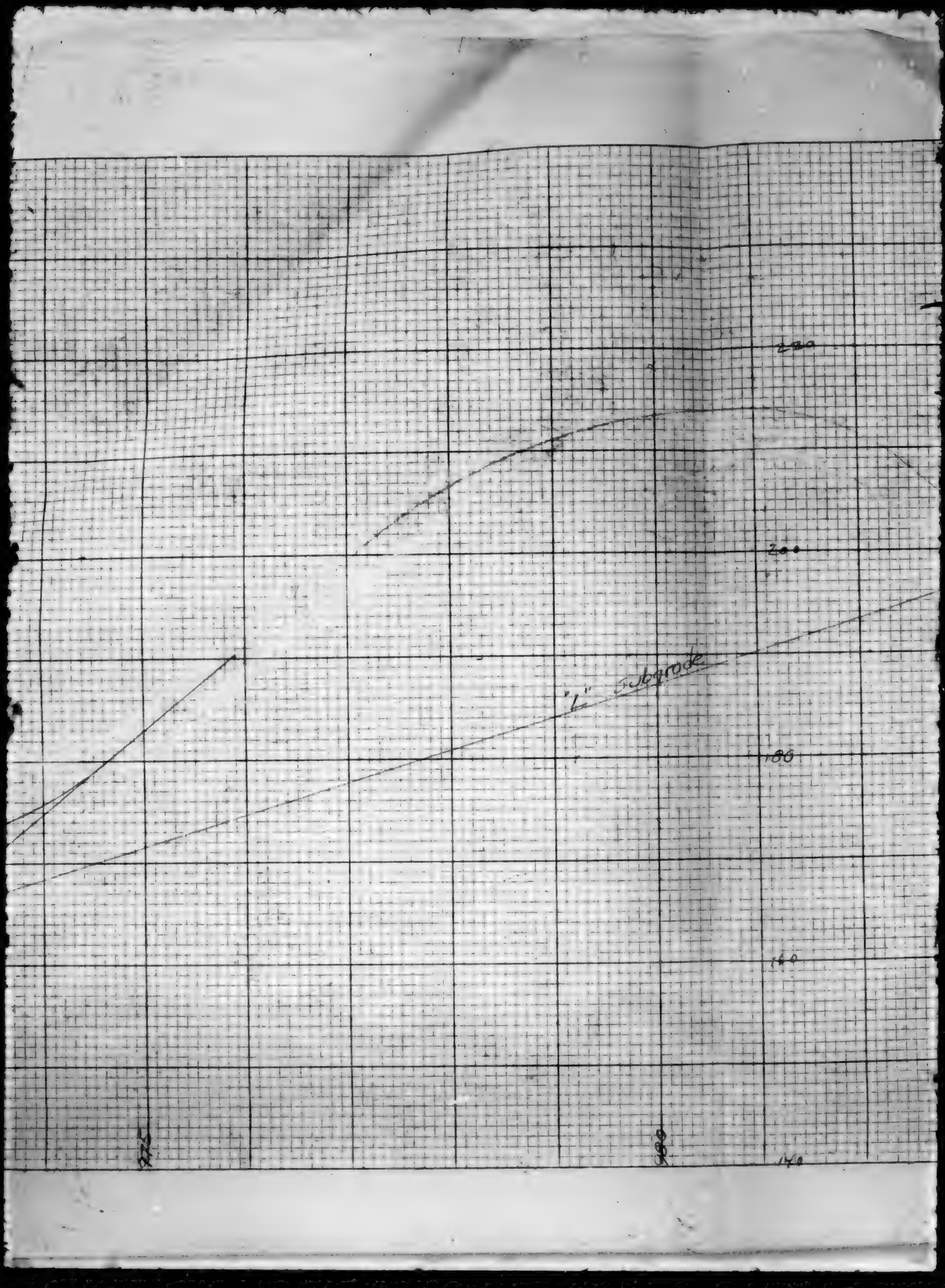
Tom Edwards
Construction Engineer

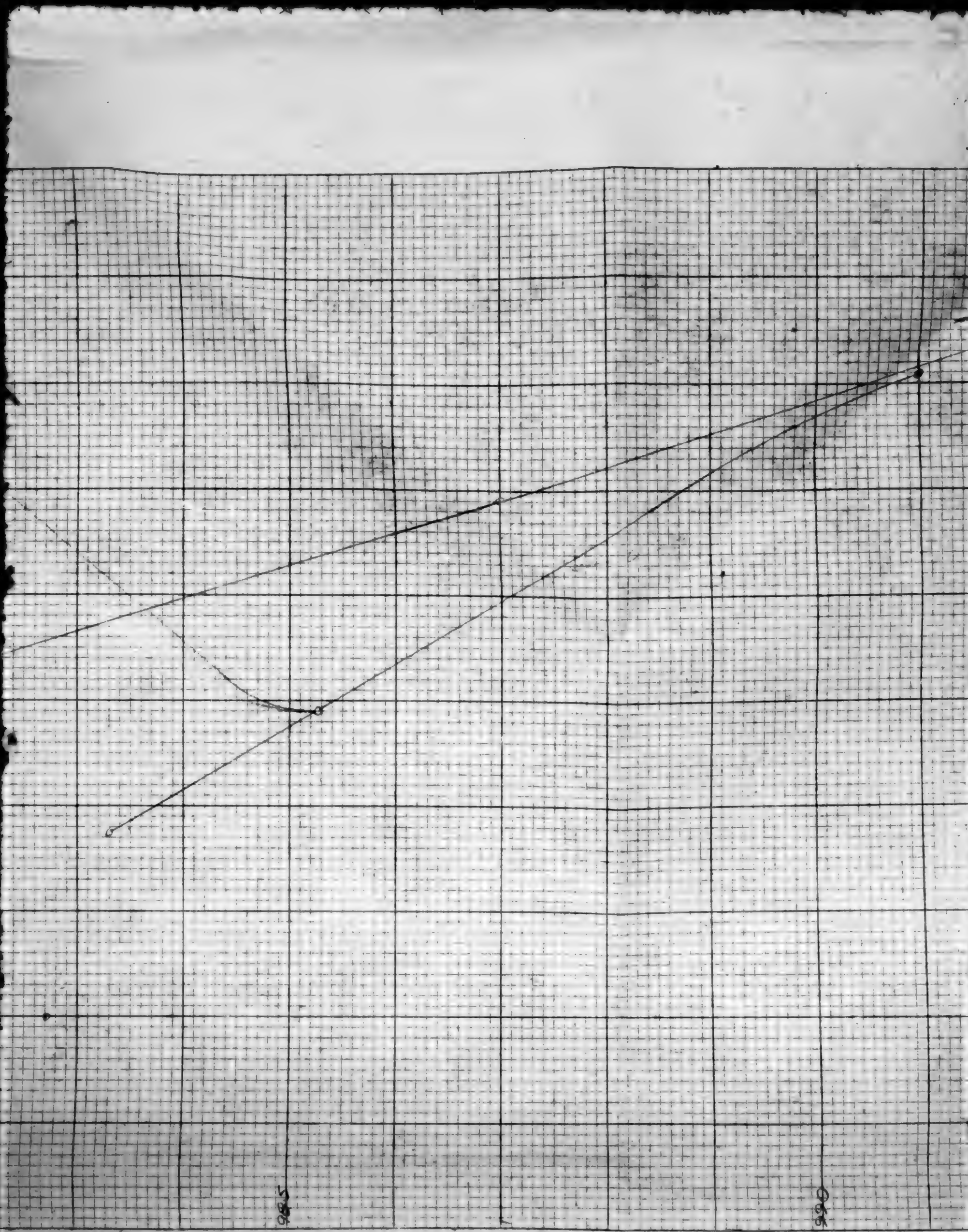
GKA:jp
Attach

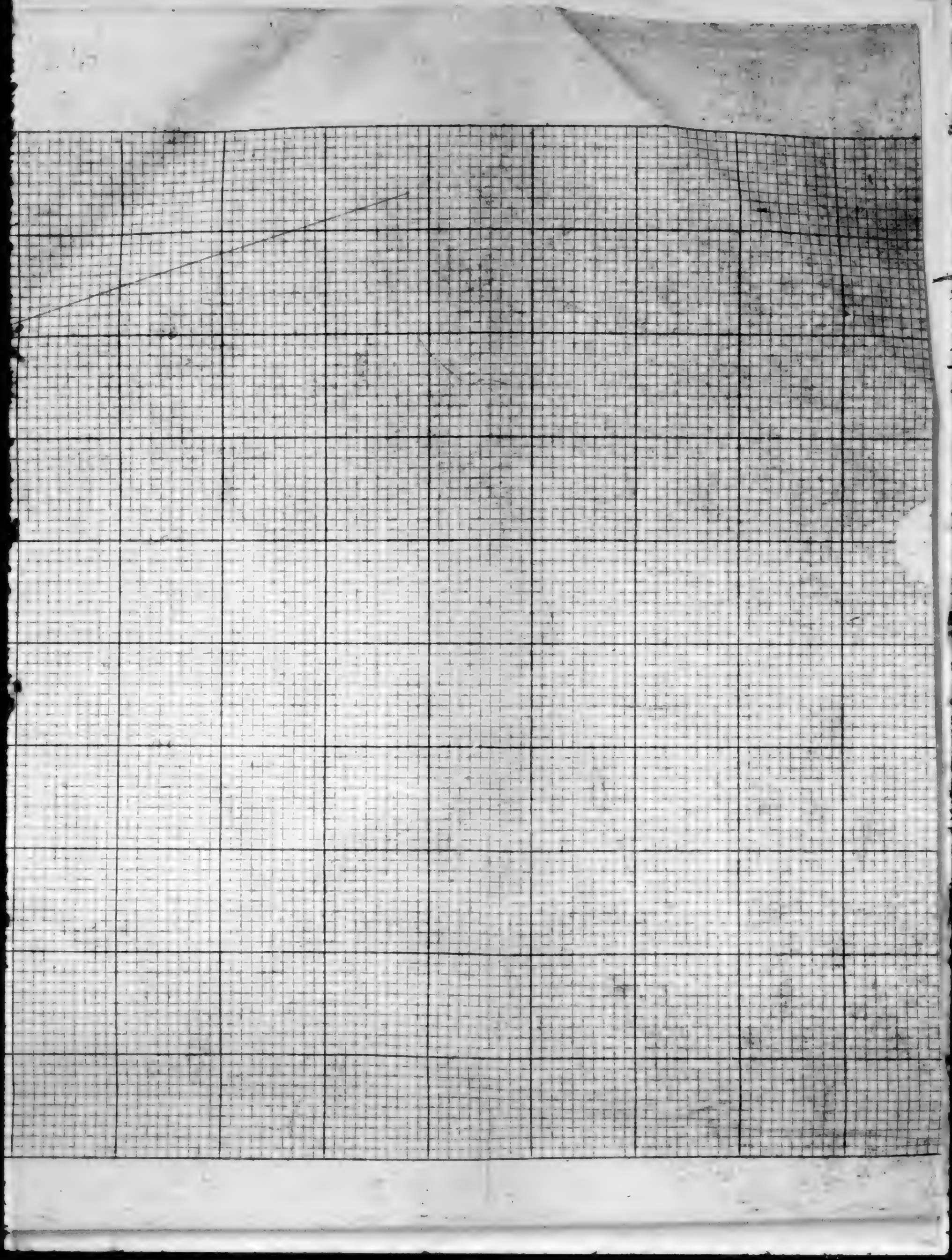
NOTED
FORREST COOPER

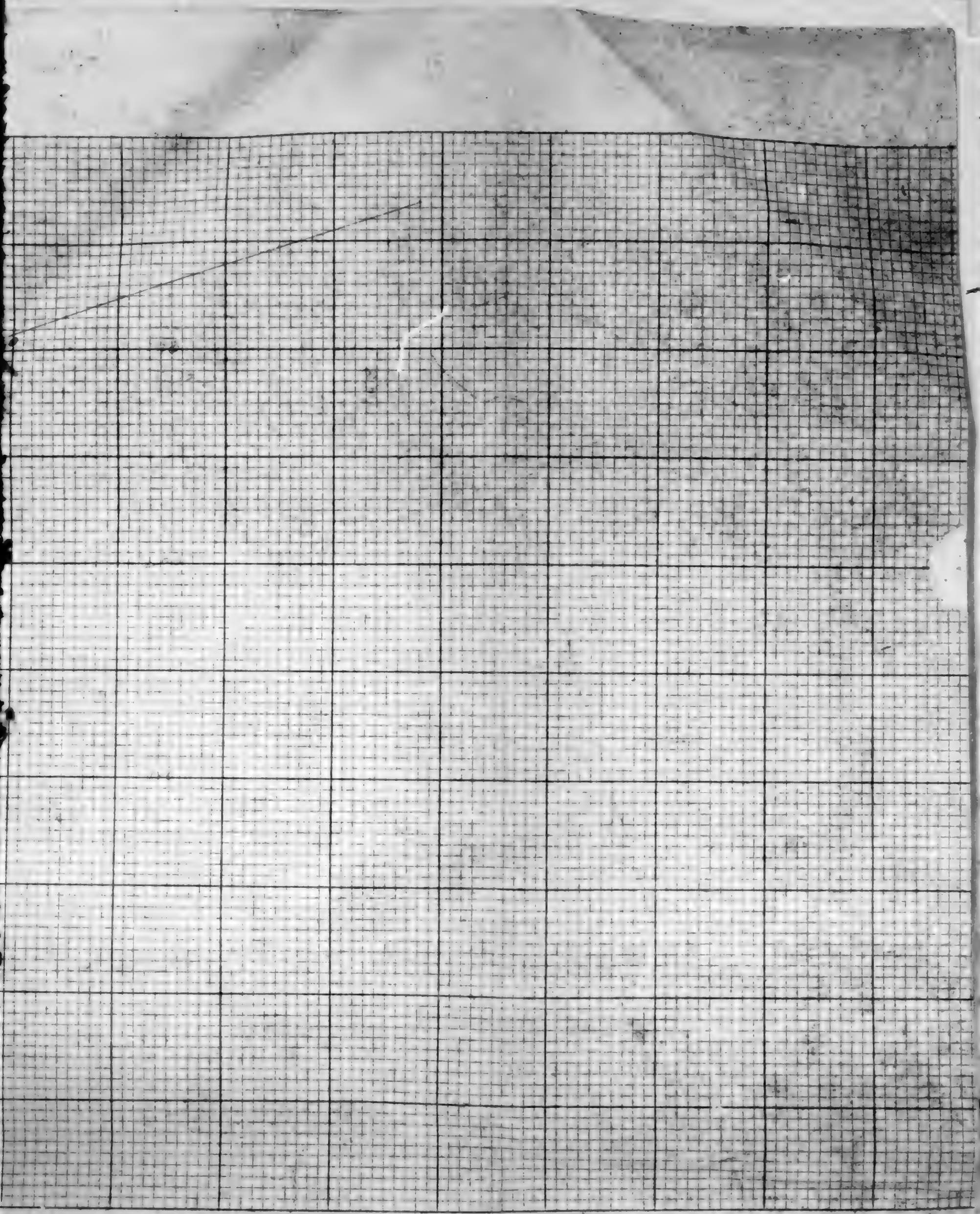
RECEIVED
AUG 28 1961
OFFICE OF
STATE HIGHWAY ENGINEER


serv. ed
2.10
on pump

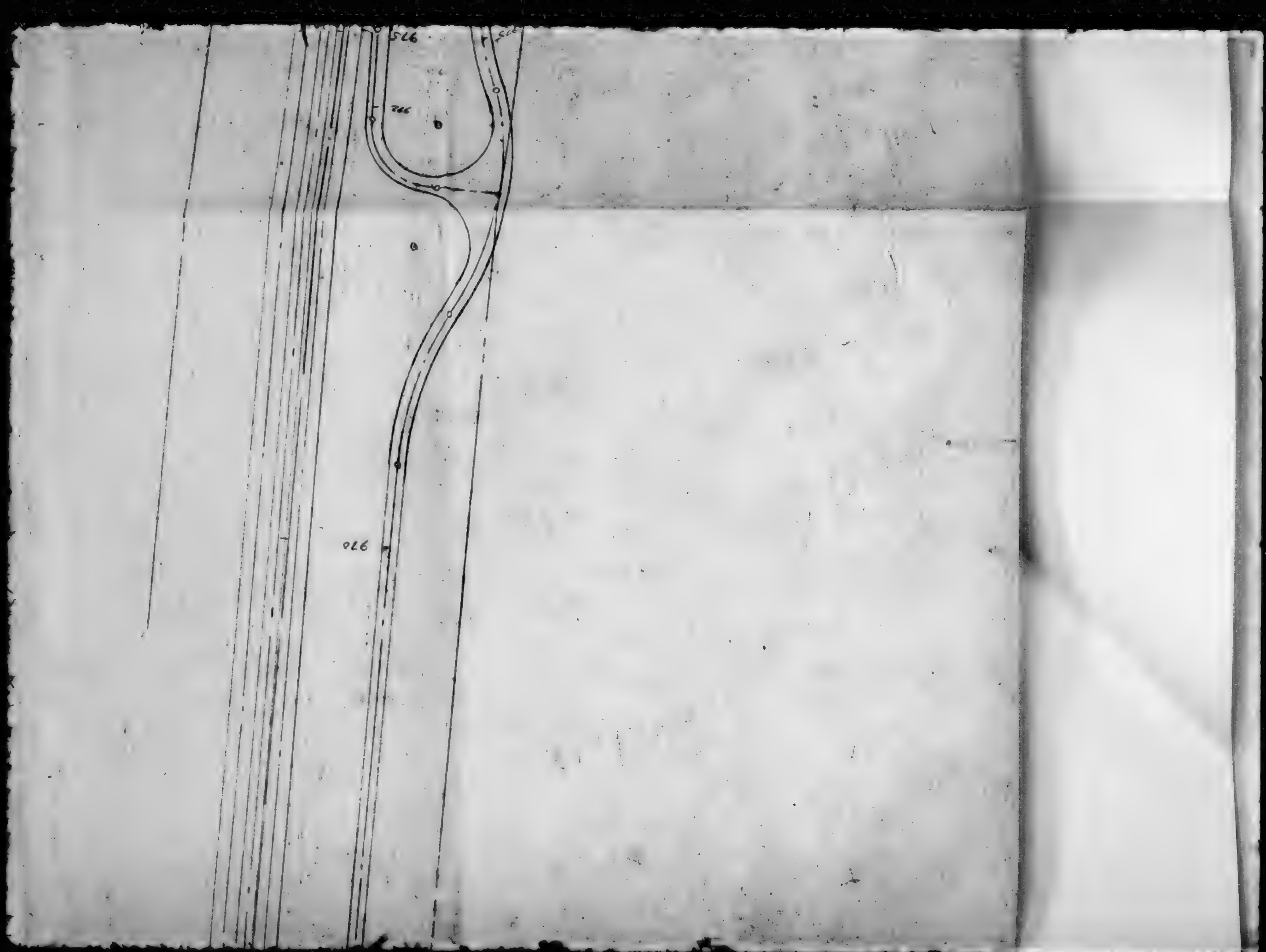

200
180
160
140
"L" Subgrade

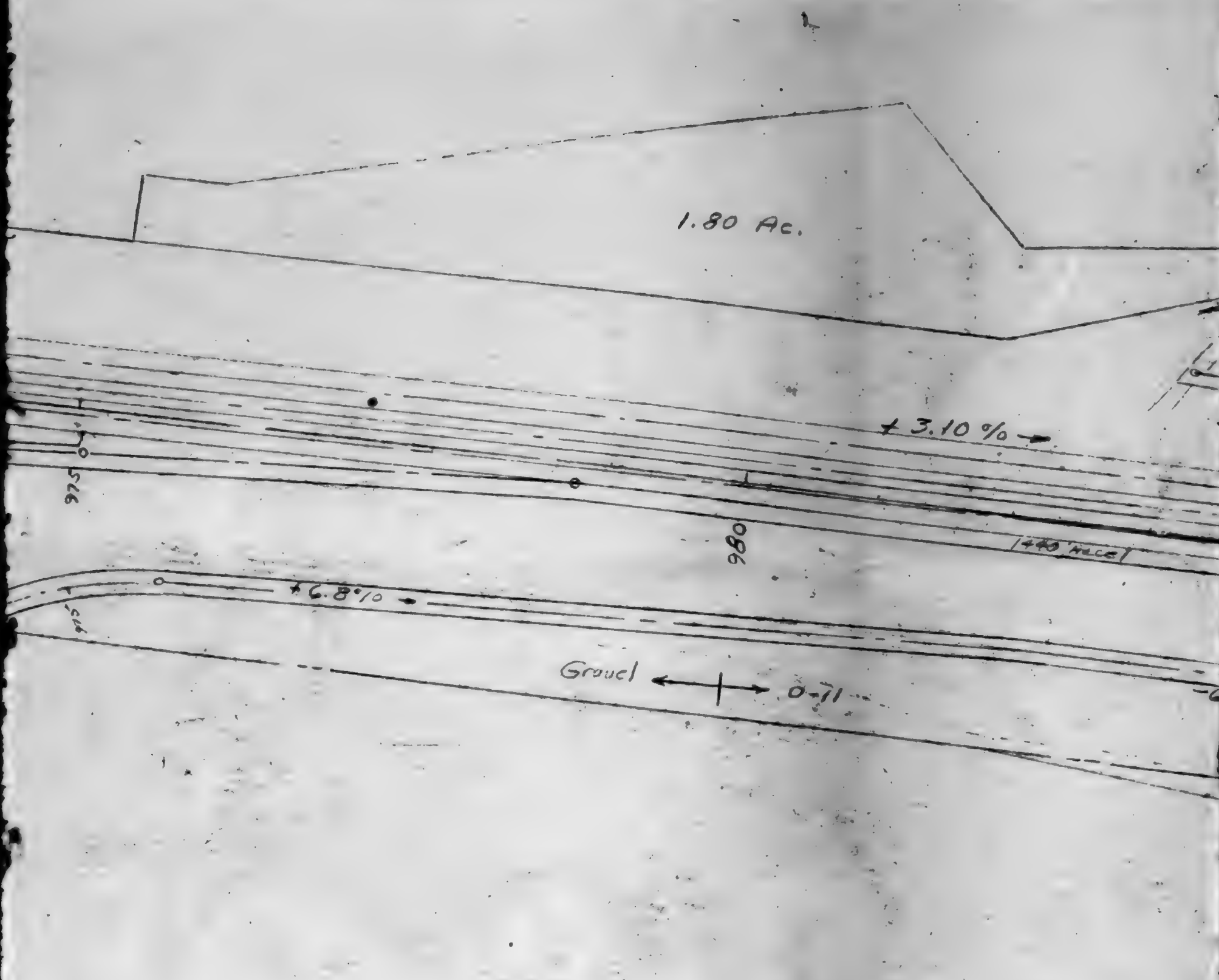




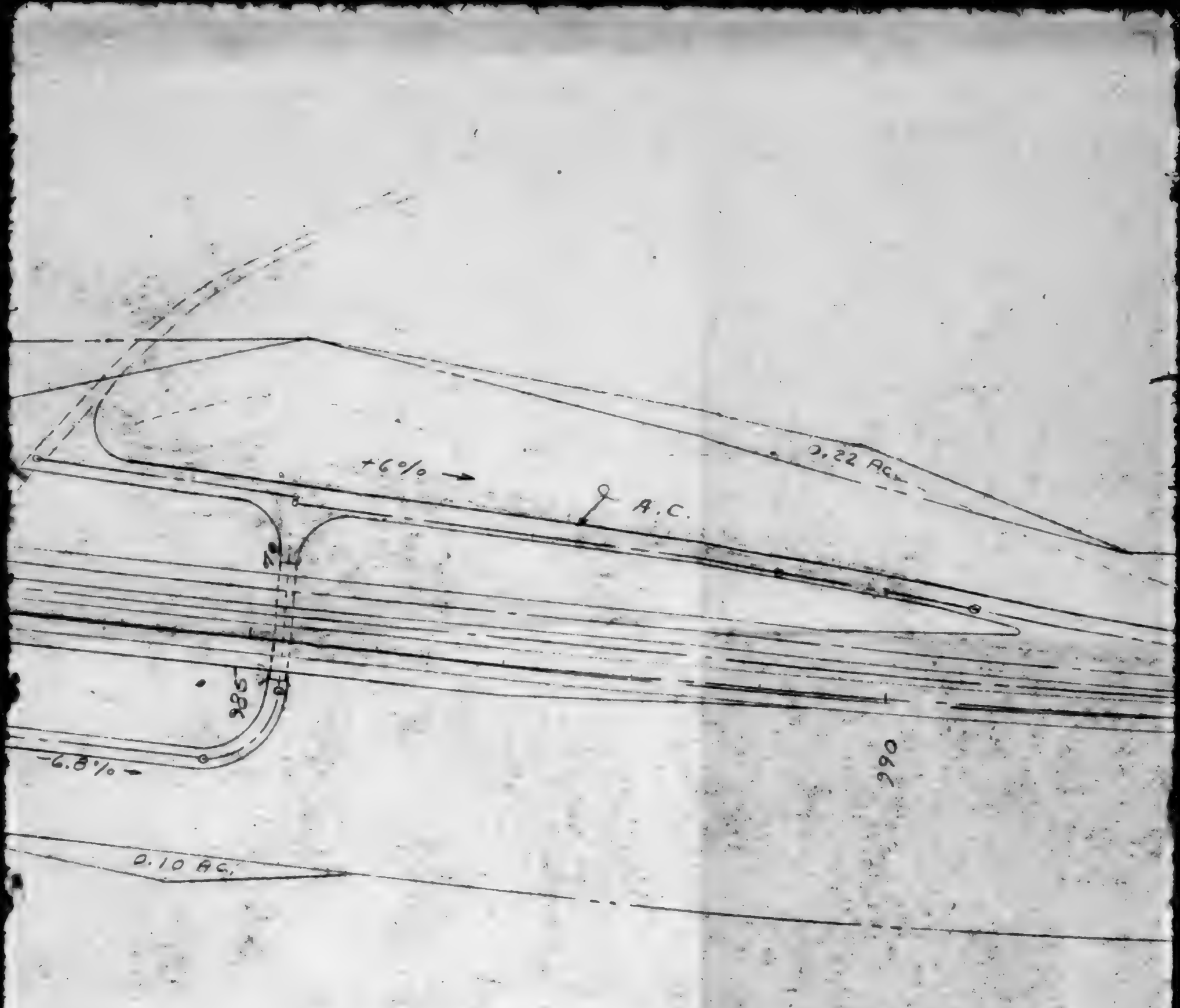


Plan "B"
Peters and Gallipeau Access
Mitchell Point - Hood River Sect.
Col. River Hwy.


976
976
976



Plan "B"



All moves under 25 (1980 ADT)

30 ADT)

MEMO TO THE FILES 8/28/61

Monday evening, August 21, 1961, at 7:30 p.m. (daylight time) I met with the Hood River City Council and made an attempt to clarify the situation that has arisen over the frontage road that will be constructed to the disposal plant. Armed with correspondence and a profile supplied by the Corp of Engineers over the signature of Colonel W. L. Winegar and Lt. Colonel R. W. DeLancey, I pointed out to the City Council that the 1894 flood could now be controlled at Hood River to an elevation of 92.0 and that therefore the Department felt that an elevation of 93.7 would be perfectly safe. At this point several council members expressed the opinion that they had been ill advised regarding the elevation of flood control. Mr. Ken Abrams, who is an attorney for the Port Commission and also Assistant City Attorney, then advised me that the Highway Department must not only deal with the City Council of Hood River but also with the Port Commission and further that it was their intention (the Port Commission) to pump in materials to an elevation of the main highway (Elevation 98.9) in an area easterly from the disposal plant. At this point Mayor Neilson suggested a meeting with the City Council and the Port Commission for Tuesday morning, August 22, to discuss this situation. On Tuesday, August 22, Mr. Wayne Dugan and myself contacted Mr. Puddy, Hood River City Administrator, and he advised us that the Port Commission had passed a resolution to the effect that any pumped in area be to elevation 96.0.

It now appears that an agreement would be satisfactory to the City stipulating an elevation of 96.0 for the frontage road and to be maintained by the State for 5 years, or until such time as appreciable additional traffic flow is connected to the frontage road, at which time maintenance would revert to the City of Hood River. I told Mr. Puddy that this scheme would be presented to the Department and that he would be advised regarding same.

If any compromise is in order on elevation for this frontage road, I would recommend that elevation 96.0 be used in order to obtain an early settlement to this problem.

H. S. Cox
County and City Relations Engineer

HSC:djb
cc: F. Cooper
G. S. Paxson
V. Wolfe
T. Edwards

RECEIVED
AUG 29 1961
STATE HIGHWAY ENGINEER

NOTED
V. D. WOLFE

RECEIVED
AUG 17 1961
FORM E-30 SOM 7-60 29305
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 16, 1961

To: Memo to File

SUBJECT: Pipe on Second Street Structure
City of Hood River
I-80N

On August 15, accompanied by Dean Swift and H. S. Cox, I met with Harold M. Puddy, City Administrator of Hood River, to discuss the City's proposed water main crossing over the freeway on the Second Street structure.

Having in hand a letter from the Bureau of Public Roads which said in effect that if the City was adamant in its desire to place this pipe on the structure, the Bureau of Public Roads would agree, I obviously had no ammunition with which to argue the point. I did, however, try to discuss with Mr. Puddy our reasons for not wanting the main attached to our structure, plus the fact that the City had demanded a 42-inch conduit for just such a purpose in an earlier right-of-way negotiation, and all of the other reasons readily at hand. Mr. Puddy listened sympathetically but one could not help but recognize that he was not making any progress with changing Mr. Puddy's mind.

I asked Mr. Puddy to submit to us an estimate of costs to substantiate his claim that the Second Street structure is by far the most economical place for the City to put this proposed water main. Mr. Puddy assured me that he would prepare this estimate and submit it to us. If his claims be true--that the Second Street structure is by far the most economical place to put this pipe--in view of the letter of July 14, 1961, over the signature of Mr. C. G. Polk indicating the Bureau will concur in this permit, I see no alternative but to issue such a permit.

I will be prepared to make a recommendation after receiving Mr. Puddy's estimate.

Victor D. Wolfe
Administrative Assistant

VDW:ms
cc Mr. Forrest Cooper
Mr. P. M. Stephenson
Mr. I. D. Merchant
Mr. Dean Swift

FORM CU-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: July 14, 1961

FROM : C. G. Polk, Division Engineer
08-35.4-DA Salem, Oregon

SUBJECT: Interstate Route 80N
Waterline crossing near the city of Hood River

Mr. Hamilton, of your department, recently requested our comments concerning a request from the city of Hood River for the installation of an 8" waterline crossing Interstate Route 80N to serve a potential industrial area.

The city proposal involves carrying the line on the railroad and highway grade separation structures in the vicinity of Sta. 1195. The line will then extend easterly and westerly along the north right-of-way line of I-80N between approximate Sta. 1175 and 1230. The proposed new structure over Hood River will be used to cross the river.

You have suggested an alternate plan which would provide for using the new railroad-highway separation structure at Sta. 1170 and thence easterly along the north side of the tracks to Sta. 1230.

It is our understanding that when the present project was constructed a 42" conduit was installed at Sta. 1172 to take care of just such a contingency. We understand that you object to the proposed crossing at Sta. 1195. We concur in your objection and further more we feel very strongly that the city should be required to use the 42" conduit now in place.

While we prefer your suggested plan or the use of the conduit, we will as a last resort, approve the crossing proposed by the city of Hood River under certain conditions which are as follows:

Except for the crossing of the highway and at the River Crossing all construction will be outside of the access control line and so located that it will not interfere with future construction.

No access will be permitted from the traffic lanes of the Interstate Route.

The vertical clearance of the separation structure over I-80N will not be reduced.

(MORE)

Steel pipe with plain end welded joints and expansion couplings with adequate provision made for free movement of the pipe during expansion and contraction will be used across the structure.

Please let us know the outcome of your negotiations with the city.

Your plans and correspondence are returned herewith.

Attachments

RECEIVED

RECEIVED
MAR 14 1961
FOR FILING

M. K. McIVER, CHAIRMAN
KENNETH N. PHIPLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

I-5N
(4)20

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

March 13, 1961

REFERRED TO
Cooper
State Highway Engineer
Note

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Subject: Your File No. 08-35.7
Project I-80N-2(8)38

Dear Sir:

This will refer to your letter of January 23 and our reply of February 7 relative to proposed accesses and property valuations on the Mitchell Point-Hood River Section of the Columbia River Highway.

Revised appraisals have been made on this section for the purpose of eliminating an erroneous damage ascribed to circuity of travel.

Taking and damage on the affected files now lie as follows:

Galligan	File No.	31756	$1,025
Peters		31757	860
Struck		31758	125
Kanzler		31760	225
Davis		31761	50
Lovell		31759	350
			$2,635

Very truly yours,

WALTER T. WRIGHT
Right of Way Engineer

WTW:zg

cc Mr. W. C. Williams ✓
Mr. L. I. Lindas
Mr. Tom Edwards

RECEIVED
MAR 13 1961
OFFICE OF
STATE HIGHWAY ENGINEER

1155

1150

R.R. R/W Line

Future Pavt. Edges

12'

12'

R/W Line

FINAL SURVEY			
NOTE BOOK		BY	DATE
NO.	BRIDGE DETAILS CHECKED		
	AREAS		
	TEMPLATE		
	PLOTTED		
	SURVEYED		

+60 Inst. 36" Pipe - 72'
Inst. 1 End Section
Const. 1 Conc. Inlet Type D
Inst. 12" Pipe - 8'
Dr. Exc. 61 C.Y.

+88 36" Conc. Pipe - 60' (In Pl)

RW { N. 89°15'30"E. Bk. = / N. 89°17'00"E. Ah. / S. 89°59'20"E. WB = }

L² N. 89°13'20"E. EB

Access Control Line

1160

Access Control Line

T.3N. R.10E. W.M.

Sec. 26

+36 18" CMP - 62' (In Pl.)

+36 18" CMP-62' (In Pl.)
Extend 69' Rt.
Inst. 1 End Section Rt.
Const. 1 Conc. Inlet Type D
Dr. Exc. 26 C.Y.

Tie to Existing 10" D

+02

L³1165+95.95 P.S. E.B.

RW 1167+32.44 P.S.

L³ E.B.
400.00' Spiral
S 4°00'
a 0.5

(Under Separate Contract)
Const R.C.D.G. Structure -648'
30' Roadway

L³1169+95.95 P.S.C. E.B.

RR R/W Lines

+95.95

+50

RW 1172+32.44 P.S.C.

+42

L³ E.B.
2°00' C
Δ 21°4
T 751.69

1165

RR R/W Lines

L²1167+23.18 P.S. W.B.

L² W.B.
250' Spiral
S 2°30'
a 0.8

L²1169+73.18 P.S.C W.B.

1170

1165

Sec. 26 | Sec. 25

A21

L² W.B.
2°00'
Δ 20°
T 63

MITCHELL POINT-HOOD RIVER SEC
COLUMBIA RIVER HIGHWAY
HOOD RIVER COUNTY

FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR
8	OREGON		

L² W.B.
2°00' C.R.
Δ 20°59'40"
T 655.97

Plant Area

Parking Area

R/W Line

50± 1175
N. 74°56' W

"F" 36+14.90 P.T.

"F" 2°00' C.L.
Δ 5°56'
T 148.47

L² W.B.
250' Spiral
S 2°30'
q 0.8

2117+71.90 P.C.S. W.B.

"F" 33+18.23 P.C.

State P

250' Taper

L² 1180+21.90 P.T. W.B.

1180+19

Future

RW
4° C.R.
Δ 25°12'
T 557.55
500 Sp.
S 10
q 0.8

RW 1172+32.44 P.C.S.

RW 1173+62.44 P.C.S.

18" Conc.

14" C.M.P.

#5093

Access Control Line

S. 65°31' E.

L³ 1176+85.12 P.C.S. E.B.

RW 1178+62.44 P.C.S.

R.R. R/W Line

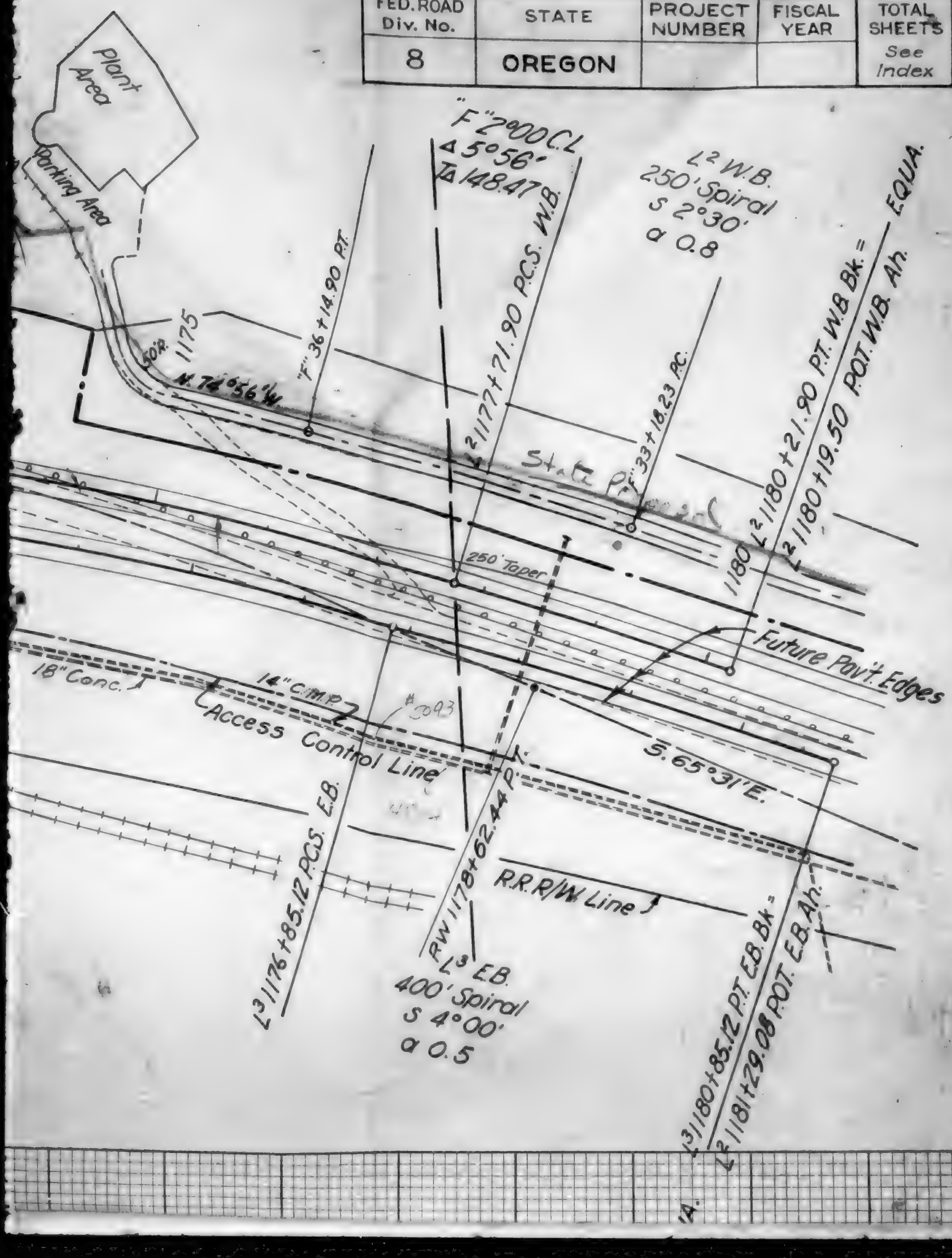
L³ E.B.
400' Spiral
S 4°00'
q 0.5

L³ E.B.
2°00' C.R.
Δ 21°47' X
751.66

L³ 1180+85.12 P.T. E.B. Bk.

L² 1181+29.08 P.O.T. E.B. Ah.

MITCHELL POINT-HOOD RIVER SEC. COLUMBIA RIVER HIGHWAY HOOD RIVER COUNTY				SHEET No. 11
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON			See Index



ORIGINAL SURVEY

NOTE BOOK

NO.

SURVEYED

PLOTTED

TEMPLATES

AREAS

AREAS CHECKED

BY

DATE

190

180

170

160

18"

18"

Finish

2.70oz

W Bd

Exc 36,112

From STA 1139+80

1150

1155

+60

+34

Grd Line E Bd ℄

sh Grade 12 Rt. E Bd ℄

3.00%

Subgrade

50'

115.43

300' V.C.

2.84

Finish Grade 12' Lt W Bd ℄

Exc. 96
Emb. 104

Exc. 121.94

1155

1160

SUPER ELEVATION RUNOFF CHART

Max. Super Rate 0.06'/Ft.

12'Rt. L³ Profile Grade

12'Lt. L³ +0.48' | 100' V.C. | 12'Rt. L³ +1.44'

L³ ℄ +0.24 | 100' V.C. | L³ ℄ +0.72

140

130

120

150

2.52

2.62

E Bd.

W. Bd

2.7343

Finish Grade W. Bd. ℄

Finish Grade W. Bd ℄

400' V.C.

300' V.C.

100' V.C.

100' V.C.

LOH 3837 "C" Yd. Sta.

SOH 216,672 Yd. Sta.

LOH 2464 "C" Yd. Sta.

SOH 40,400 Yd. Sta.

SOH 49,824 Yd. Sta.

Emb. 13,25

1165

1170

EQUA. ∠3/180 / ∠2/181+

See Sheet 12 For Quantities

(Form) 1+32.27 Back

3.6708 - 1.73

400' V.C.

2.55%

Subgrade

19"

18"

600' V.C.

Grd. Line W.Bd ℄

98.86 (Fwd)

Emb 10,899 "F" Line

Emb 22,353

Exc 18 "F" Line

Emb 20 "F" Line

Emb 13,253

1175

1180

EQUA. ℄3 1180 / ℄2 1181+

See Sheet 12 For Quantities

100 113.27 (Old Grd.)

400' V.C.

2.55%

Subgrade

18"

18"

600' V.C.

100

Grd. Line W.Bd ℄

99.89 (Old Grd.)

Emb. 10,899 "F" Line
Emb. 22,353

Exc. 18 "F" Line

Emb. 20 "F" Line

Emb. 4759
Emb. 4267 "F" Line

120
110
100
90
80
70

1175

1180

FINAL SURVEY
NOTE BOOK
NO.

SURVEYED
PLOTTED
TEMPLATE
AREAS
BRIDGE DETAILS CHECKED

BY	DATE
T.C.R.	5-12-61

COLUMB

"F"
Ta-1
Ts-3

R/W Li

1180 | L² 1180+22.90 P.T. W.B. Bk. EQUA. L² 1180+19.50 P.O.T. W.B. Ah.

20'

N 69° 00' W

30

12° Lt. L² 1183+20 P.O.T. W.B. = E 1183+20 P.O.T.

F 27+90.75 P.T.

1185

24'

S. 71° 27' 30" E.

10°

10° R.

Future Pavt. Edges
14" CMP.
18" Conc.

12'

MH

S. 62° 23' 30

R/W S. 65° 31' E.

EQUA. "L³" 1180+85.12 P.T. E.B. Bk. = "L²" 1181+29.08 P.O.T. E.B. Ah. =

APPLE GROWERS ASSOC. BUILDING

EQUA. 12° Rt. L² 1184+10 P.O.T. E.B. = R 1184+10 P.O.T.

1182+50
Salv. Guard

Sec.25, T.3N., R.10E., W.M.

MBIA

"F" 3° C.R.
Δ-19°56'
Ts-335.61'

"E" 4° C.L.
Δ-17°29
Ts-361.89
Ts-228.96
1-300' Sp.
S-6°00'
a-1⅓

RIVER

"E" 1186+61.19 P.S.

E 1189+61.19 P.S.C.

F 21+26.31 P.C.

E 1192+48.05 P.T.

F 18+85.39 P.T.

R/W Line

"F" LINE

F 17+99.0 P.C.

N88°56'W.

S.88°56'30"E.

1185

1188+13.22 P.S.

1190

1192+13.22 P.S.C.

30"E.

10°

Access Control Line

"E" LINE

Future A.C. Traffic Markers Type "L"

"S" LINE

S.68°59'40"E.

62°23'30"E.

31'E.

"R" LINE

S.68°59'40"E.

S.68°16'10"E.

R1193+09.3

L R.R. R/W Line

Const. Temp. Road Conn.

Access Control Line

82+50 to 1185+50
W. Guard Rail-300'

EQUA. R1190+15.14 P.C. =
R1190+15.53 P.O.C.

"L2" 1191+42.85 P.S. E.B.

"R" 2° C.L.
Δ-5°52'40"
T-147.07'

"L2" E.B.
1000' Spiral
S 10°00'
a 0.2

"S" 15+29.13 P.O.T. =
"L2" M.B. 1194+

To Ind.

2

"L2" W.B.
400' Spiral
S 4°00'
a 0.5

RW
2° C.L.
TΔ 24°52'
Ts 832.10'
400' Sp.
S 4°00'
a 0.5

S 17+20.00 POT=
E 17+20.00 P.O.T.=
E 1194+21.39 P.O.T.
D 1193+91.91' POT=
Guard Rail - 500'
Drainage Easement

"L2" 1194+41.08 P.S. W.B.

"L2" 1198+41.08 P.S.C. W.B.

D 1198+05.00 P.C.

D 1198+75.67 P.C.S.

"D"
10° C.L.
TΔ 7°04'
Ts 35.38'

"L2" W.B.
2° C.L.
TΔ 23°38'
Ts 799.81

"D"
200' Sp.
a 40
S 12°00'

"D"
2° C.L.
TΔ 4°06'3
Ts 102.7

D 1200+75.67 P.S.C.

65' R.

55' R.

55' R.

30' R.

100'

+40'

160'

8° C

State Property

Future Frontage
Easement Line

1200+56.55 P.C.S.

RW 1

'D' LINE

+08

1195

+01

03+09.37 P.T.

S 15°29'13" E.

S 16°10" E.

S 14°03'30" E.

S 15°29'13" POT.
12° E.B. 1194+65.48 P.O.S.

S 14°03'30" E.
12° E.B. 1194+81.71 P.O.S.

R 1195+85.75 P.C.

"R" LINE

R-4° C.L.
Δ-17°12'40"
T-216.98'

R 1200+80.35 P.O.C.
R 1200+44.98 P.T. Ah

"L2" 1201+42.85 R.S.C. E.B.

Agreement
RR #372
Encroachment #2

2ND STREET INTERCHANGE

See Sheet 12A for Profiles, Sheet 12B for Drainage Plan & Sheet 12C for Landscape Plan

MITCHELL POINT-HOOD RIVER COLUMBIA RIVER HIGHW HOOD RIVER COUNTY		
FED. ROAD Div. No.	STATE	PROJECT NUMBER
8	OREGON	

W.B.
C.L.
°38.
9.81

"D"
2° C.L.
TΔ 4°06'30"
102.75'

D 1202+81.08 P.T. Bk=
L² 1202+81.08 POC (12'Lt) Ah=

Frontage Road

Line

LINE

Temporary Connection

65'±

123'

150

1204+56.55 P.T.

RW 1204+56.55 E.Bd.

499.35 E.Bd.

1205

"L²" 1206+22.75 P.C.S. W.B.

Exist Steel Deck Girder Spans
& R.C. Deck - 368'
30' Roadway
H-20 Loading - 36'
To be widened
(Under Sep. Contract)

"L²" W.B.
400' Spiral
S 4°00'
Q 0.5

"L²" 1210+67.45 E. Bd.

"L²" 1210+42.86 P.O.T. W.B. Ah.

"L²" 1210+22.75 P.T. W.B. Bk= EQUA.

8'
24'
L²

RW N. 89°37'E.?

Future

36'

N. 85°28'50" E.

16" Conc. Traffic Separator - 900'

Future Asph. Traffic Markers
Type 'L'

R/W Line

1199+60 to 1204+97.5
Salv. Guard Rail - 537.5'

R 1204+95 P.O.T.=
12' Rt. L² 1204+95 P.O.C. E.B.

"L²" 1206+24.52 P.C.S. E.B.

River

℄ R.R. R/W Line

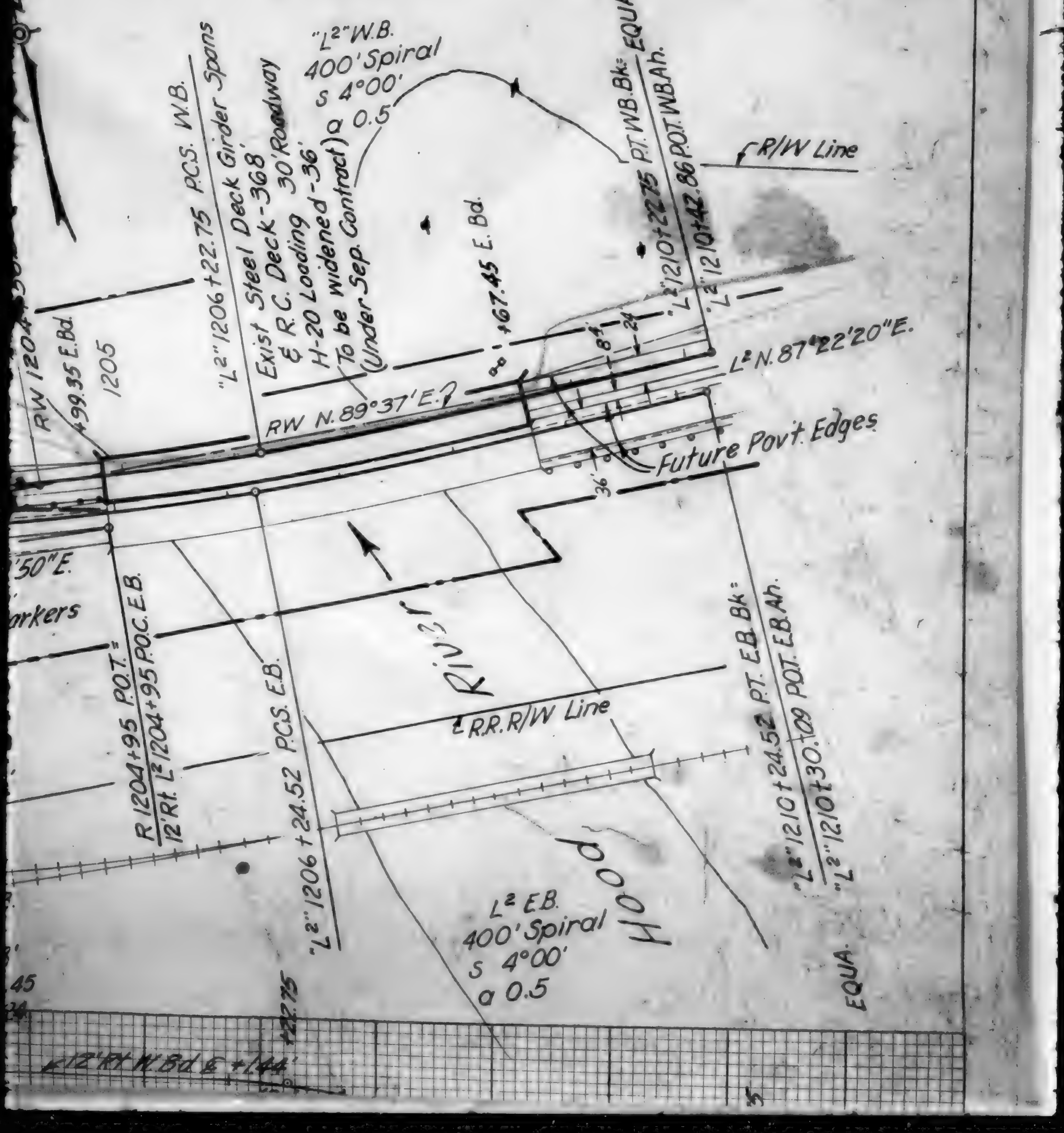
Hood

L² E.B.
400' Spiral
S 4°00'
Q 0.5

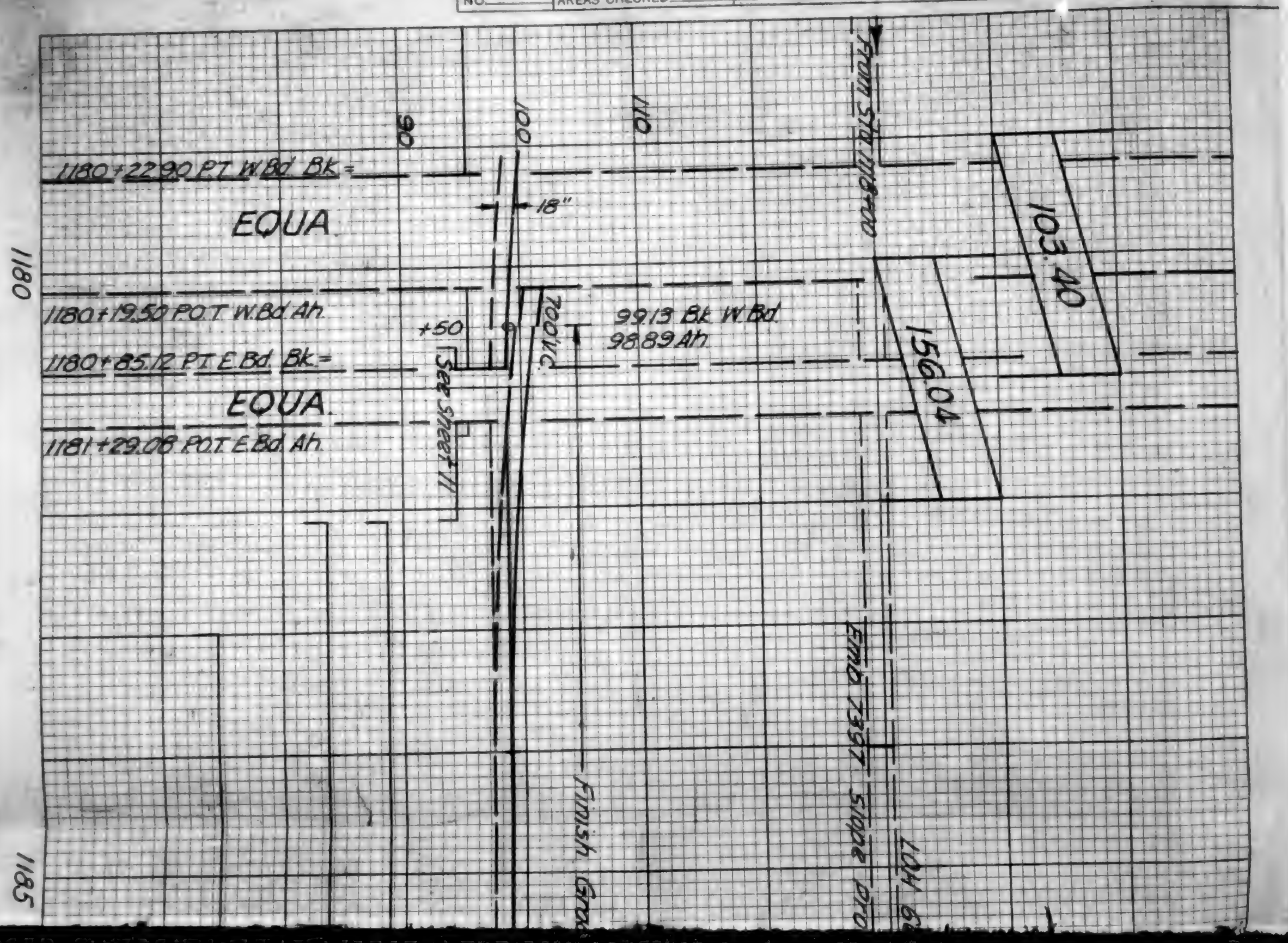
"L²" E.B.
2° C.L.
TΔ 23°38'
S1 1071.45
S2 [illegible]

12' Rt. RW Bd. ± 1+44'

MITCHELL POINT-HOOD RIVER SEC. COLUMBIA RIVER HIGHWAY HOOD RIVER COUNTY				SHEET No. 12
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON			See Index



ORIGINAL SURVEY		BY	DATE
	SURVEYED		
	PLOTTED		
NOTE BOOK	TEMPLATE		
	AREAS		
NO.	AREAS CHECKED		



EQUA.

2ND

See ... for ... Land...

Exist. RCDG. struct. Remove 31' & Raise Ext. end 88' Lt. 26' Roadway Drg. Nos 16101, 16109, 9233 & 14660

...OH 66.26 "C" Yd. Sta. - SOH 66,300 Yd. Sta.

...e protection "F" Line

...h Grade 12' Lt W. Bd ℄ & 12' Rt. E. Bd ℄

Finish Grade 12' Lt.

0.0

98.24'

Emb. in Place 45,498

Emb. in Place 44,683 "F" Line

Emb. in Place 45,507 "E" Line

EXC. F...

Emb. in Place

1185

1190

2ND STREET INTERCHANGE

See Sheet 12A for Profiles, Sheet 12B for Drainage Plan & Sheet 12C for Landscape Plan

Emb 36.53 Slope

Grade 12 Lt. N. Bd. ℄

300' V.C.

Subgrade

Exc. 6752

Emb. in Place 14111

Exc. 41 "S" Line

Emb in Place 17301 "S" Line

Exc. 46

Emb. in Place 11512 "D" Line

1195

1200

To 1071.45

St 1071.45

Se 830.24

a 0.5

12'Rt. W. Bd. E +1.44

100' V.C.

W. Bd. E +0.72

100' V.C.

℄ Profile Grade 12' Lt. W. Bd. E

SUPER ELEVATION RUNOFF CHART

Max. Super Rate .006'/ft.

Slope Protection "D" Line

E Bd. Sta 1+29.35

E Bd. Sta 1+67.45

+0.74

600' V.C.

1205

1210

1.45

24

+22.75

a 0.5

EQ

+12.75

℄ 12' Rt. W. Bd. ℄ +1.44

100' V.C.

℄ W. Bd. ℄ +0.72

100' V.C.

100' V.C. +0.48

100' V.C. +0.24

℄ Profile Grade 12' Lt. W. Bd. ℄

SUPER ELEVATION RUNOFF CHART

Max. Super Rate .06'/Ft.

Line

℄ Bd. +99.35

103.33

600' V.C.

100

℄ Bd. +67.45

18"

-0.71.90

110

100

90

1205

1210

T.3N. R.10E.

FINAL SURVEY		BY	DATE
NOTE BOOK	SURVEYED		
NO.	PLOTTED		
	TEMPLATE		
	AREAS		
	BRIDGE DETAILS CHECKED	T.C.R.	5-12-61

L² 1210+22.75 P.T. W.B. Bk. = EQUA.
L² 1210+42.86 P.O.T. W.B. Ah.

R/W Line

1210

Future Pavt. Edges

N. 87°22'20" E.

1215

+25

Hwy. R/W Line
Sta. 1213+75 - Sta. 1215+25
Const. Conc. Ret. Wall
Class 'A' Conc. 65 C.Y.
Metal Reinf. 6890 Lbs.
Struct. Exc. 297 C.Y.
Drg. Nos. 16013 & 15288

℄ R.R. R/W Line

L² 1210+24.52 P.T. EB. Bk. =
L² 1210+30.09 P.O.T. E.B. Ah.
EQUA.

R.10E. W.M.

Match Line

Sec. 25

Sec. 30

"A" Line

"FR" Lt. Line

Access Control Line

"H" Line

1215

L² 1217+77.93 P.S.W.B.

1220

+50.17

Pump Ho

Exist. Raised Asph. Conc. Traffic Seperator

7°22'20" E.

RW N. 89°

"B" Line

Access Control Line

+25

"FR" Rt. Line

1213+75 to 1218+00

Salv. Guard Rail-525

L² 1217+77.93 P.S. EB.

Remove Exist. Conc. Curb.

280 Lin. Ft.

L² E.B.

1000' Spiral

S = 5°00'

a 0.1

Line

1215+25

ill

C.Y.

0 Lbs.

C.Y.

6288

T3N R.11E. W.M.

EAST HOOD RIVER INTERCHANGE

See Sheet 13A For Details & Drainage Pl
See Sheet 13B For Profiles

Remove Par't., 4,344 Sq. Yds.
Par't. Removal Shown Thus;

Line 2

℄ "A" Line

Easement Line

Existing R.C.D.G. Struct. - 100'
H-20 Loading 30' Rdway.
Widen 43'-10½" Lt.
Drg. Nos. 15842-15844
S-267 & 9233

℄ "K" Line

+50.17

Pump House

1225

L² W.B.
576198' Radius
TA 31°14'50"
Ł1 210340
Ł2 1824.54

L² 1227+77.93 P.S.C. W.B.

Access Control

1230

Exist. Raised Asph. Conc.

RW N. 89°37'E.

℄ "C" Line

L² E.B.
1°C.R.
TΔ 31° 14' 50"
Ł1 2092.40
Ł2 1814.37

L² 1227+77.93 P.S.C. E.B.

RW 1228+80.88 P.S.C.

RW 1224+77.51 P.S.

iral
0'

GE
ainage Plan

MITCHELL POINT-HOOD COLUMBIA RIVER HOOD RIVER CO		
FED. ROAD Div. No.	STATE	PR NU
8	OREGON	

s.

2 W.B.
98' Radius C.R.
21°14'50"
210340
1824.54

ntrol Line ℄ R/W Line ℄

sph. Conc. Traffic Seperator

Future Pavt. Edges

Const
Future Asph. Conc.
Traffic Markers
Type "L"

E.B.
C.R.
° 14' 50"
092.40
14.37

RW
1° C.R.
Δ 28°15'30"
Ts 1642.55'
400' Sp.
S 2°
a 0.25

℄ R.R.R/W Line

1235

"A" LINE ℄

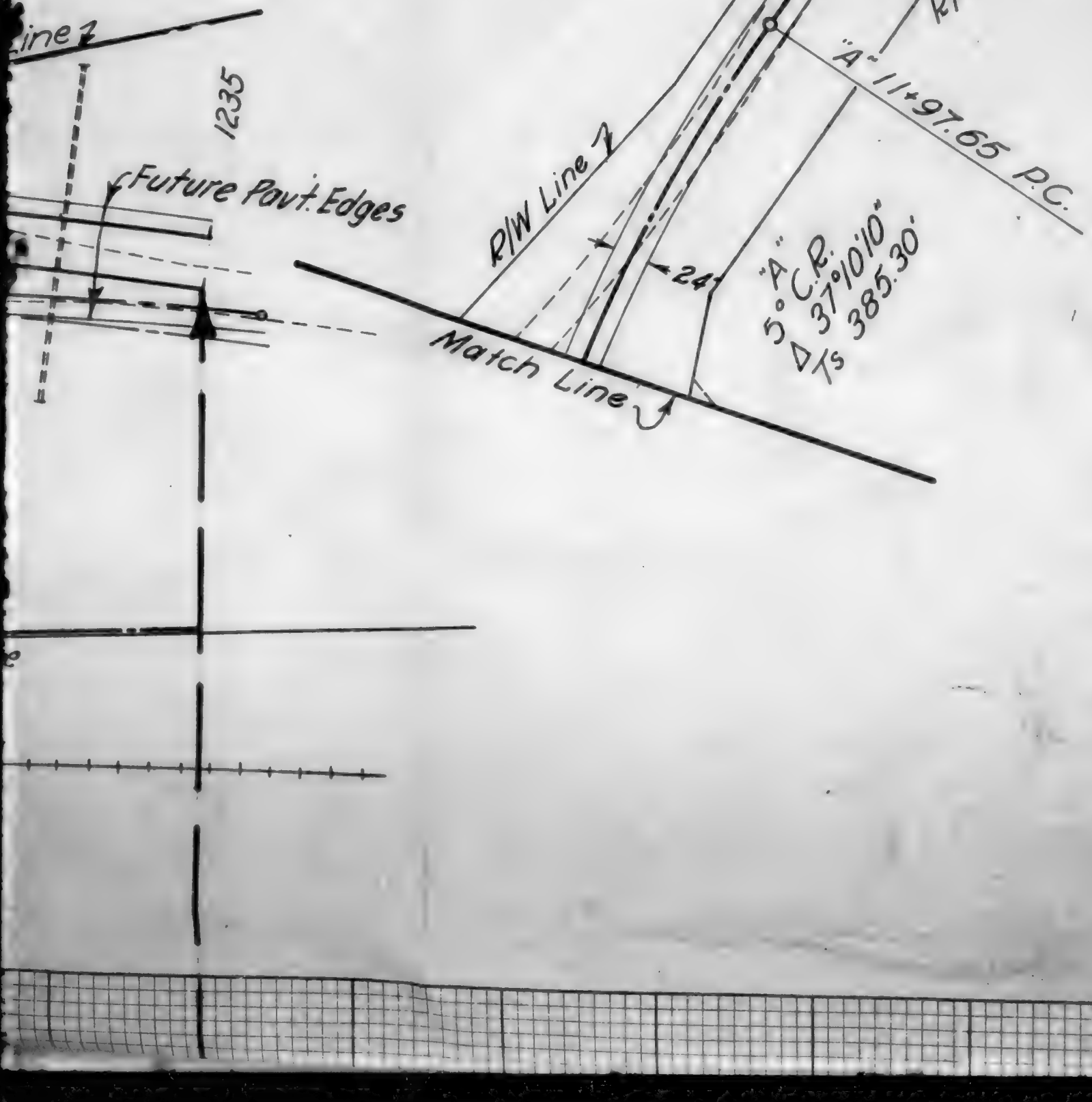
R/W Line ℄

24

"A"
5° C.R.
37°10'10"
Δ Ts 385

Match Line

MITCHELL POINT-HOOD RIVER SEC. COLUMBIA RIVER HIGHWAY HOOD RIVER COUNTY				SHEET No. 13
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON			See Index



℄ R.R. K/W Line

L 1210+2.

L 1210+3

EQUA

79.89

LOH 625 "C" Yd. Sta.
From Sta. 1117+30

SOH 4602 Yd. Sta.

Emb. 767 Slope Protection "FR" Lt. Line

1210+22.75 P.T. Bk. W. Bd. =

1210+30.85 P.O.T. Ah. W. Bd.

99.52

18"

100

-0.7190

200' V.C.

EQUA

150

90

94.43

Finish Grade 12' Lt. W.B.

Exc. 1807

Exc. 5

Emb. 17

Exc. 278
Emb in Place 1736

Exc. 6350 "FR" Lt.

Exc. 2596 "H" Line

Emb in Place 621

Emb. in Place 120

1210+24.52 P.T. Bk. E. Bd. =

1210+30.09 P.O.T. Ah. E. Bd.

1210

1215

ORIGINAL SURVEY

NOTE BOOK

NO.

SURVEYED

PLOTTED

TEMPLATE

AREAS

AREAS CHECKED

BY

DATE

LOH 2067 "C" Yd Sta. SOH 12,114 Yd Sta

Emb in Place 3460 (Stone B

+17.83

+5.17

+5.17

e.o

12' Lt. W. Bd ¢ ℄ 12' Rt. E. Bd ¢ — Finish Grade 12' Rt E Bd ¢

1½:1 Sl.

Emb. in Place 22,540

Emb. in Place 2441 (Rock)

Exc. 552

Emb. in Place 3401 "A" Rt Line

0 "A" Lt Line

Exc. 14,084 "C" Line

"H" Line

Emb in Place 1593

Emb. in Place 6751

Exc. 3229 "B" Line

Place 120

Emb. in Place 3100

Exc. 27

Emb. in

1215

1220

RW.

sto.

Emb. 403 Slope Protection | Emb. 1616 Slope Prote
"K" Line

e Blanket)

0.040

℄ Subgrade

Exc. 1185

Emb. in Place 8426 (Wire)

Exc. 2750 "K" Line
mb. in Place 805

Emb. in Place 1490

Emb in Place 8925 "C" Line

1225

1230

e Protection

END OF PROJECT
STA. 1235+00

18"

100

90

1235

RECEIVED
JAN 23 1961
FOR FILING

Salem, Oregon
January 18, 1961

Throughway Agreement
Mitchell Point-Hood River Section
Columbia River Highway No. 2
Hood River County

Mr. L. I. Lindas
Chief Counsel
O F F I C E

Attached is a draft of an agreement covering the subject project. Will you please prepare six copies of the agreement in addition to any required by your division.

G. S. Paxson
Assistant State Highway Engineer

JDG:mm
Att.

cc: C. G. Swenson

RECEIVED
JAN 18 1961
FOR FILING
Const
RIW
Cal. R. Hwy (Supp.)

Salem, Oregon
January 16, 1961

Throughway Agreement
Mitchell Point-Hood River Section
Columbia River Highway No. 2
City of Hood River

Mr. E. I. Lindas
Chief Counsel
O F F I C E

Attached is a draft of an agreement covering the subject project. Will you please prepare six copies of the agreement in addition to any required by your division.

G. S. Paxson
Assistant State Highway Engineer

JDG:mm
Att.

cc: C. G. Swenson

I-5-3(32) Oregon Pacific & Eastern 1962
175 Railroad C'King, Pacific Hwy.
#6021 near Cottage Grove.

TR-
486

RECEIVED
SEP 19 1963
FOR FILING

6021

September 17, 1963

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

Contract #6021 awarded to Inter City Const. Co., for RR Overcrossing on the Cottage Grove-Divide Section of Pacific Highway in Lane County was completed on June 5, 1963, and accepted by the Highway Commission on September 17, 1963.

Final payment, in the amount of $4,061.50 will be released to the contractor immediately. The total contract amount is $46,827.00. No work was performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: Inter City Const. Co.,
3698 Franklin Blvd.,
Eugene, Oregon

cc: L. H. Young
C. H. Maison
Attn.: John Herr

RECEIVED
SEP 18 1963
FOR FILING

6021

September 17, 1963

United Pacific Insurance Company
Fidelity and Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

This morning I talked to Mr. D. K. Johnson in your office concerning release of final payment to Inter City Construction Company on our Contract No. 6021 for construction of a railroad overcrossing on the Cottage Grove-Divide Section of the Pacific Highway in Lane County.

The contract was completed on June 5 and final payment has been somewhat delayed. The contractor is anxious to secure payment. No claims have been filed with us against the contractor and I know of no other unfavorable circumstances.

Mr. Johnson said that in view of these conditions he could see no reason why the final payment should not be released and we are releasing it.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fkn

cc Inter City Construction Co.
3698 Franklin Blvd.
Eugene, Oregon

C.H. Maison - Note: It is my understanding that the Assistant Highway Engineer, Mr. Lloyd Shaw, is preparing a letter of acceptance which I assume will be dated today. The phone call to Mr. Johnson in Tacoma was made following your request of this morning.

FQ

RECEIVED
SEP 17 1963
FOR FILING

6021

September 17, 1963

Oregon State Highway Commission

Gentlemen:

Work was completed June 5 on Contract 6021. The contract was with the Inter City Construction Company for construction of the O.P. & E. Railroad Overcrossing on the Pacific Highway in Lane County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective September 17, 1963, and that you concur in this procedure at the Commission meeting on October 10.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Lloyd P. Shaw
Acting State Highway Engineer

cc Floyd Query
R. L. Porter
P. M. Stephenson
V. D. Wolfe
Ivan Merchant
L. H. Young
C. H. Maison

RECEIVED
JAN 7 1964
FOR FILING

6021

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 16, 1963

SUBJECT:

To:
P. M. Stephenson
Asst. State Highway Engineer
D E P A R T M E N T

Inter City Construction Co. completed work on Contract No. 6021, O.P. & E. Railroad Overcrossing on the Pacific Highway in Lane County on June 5, 1963. This contract is ready for acceptance by the Commission.

This is a Federal Aid Interstate project. The Bureau of Public Roads has inspected the contract work and is accepting that part of the project as complete.

Ivan D. Merchant
Bridge Engineer

By T. C. Roake
T. C.Roake
Assistant Bridge Engineer

CAG:al

RECEIVED
AUG 5 - 1963
FOR FILING

COMMISSION
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

6021

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

August 1, 1963

Mrs. Louise Yazzolino
Insurance Assistant
Georgia-Pacific Corporation
Equitable Building
Portland, Oregon 97204

Dear Mrs. Yazzolino:

RE: Completion of Contract
Oregon Pacific & Eastern Railroad
Overcrossing
Cottage Grove-Divide Section
Pacific Highway
Lane County
Project I-5-3(32)175
Contract No. 6021

This is in reply to your letter of July 30, 1963 concerning the railroad protective liability insurance policy RRP 1280, United Pacific Insurance Company, which expired on July 1, 1963.

This is to advise that work on this project by Inter-City Construction Company of Eugene was completed on June 5, 1963.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

NOTED
R. L PORTER

TWL:fp
cc R. L. Porter
P. M. Stephenson
Ivan Merchant
L. H. Young
C. H. Maines
L. R. Chandler

RECEIVED
AUG 21963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 21 1963
FOR FILING

COMMISSIONERS
GEORGE JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

5-3(32)175

6021

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

June 20, 1963

Oregon Pacific & Eastern Railway Company
P. O. Box 311
Portland 7, Oregon

ATTENTION: Mr. R. B. Pamplin

Re: Completion of Contract
Oregon Pacific & Eastern Railway O/xing
Cottage Grove-Divide Section
Pacific Highway - Lane County
Contract No. 6021
Project No. I-5-3(32)175

Gentlemen:

This is to advise that work on this project by the Intercity Construction Company of Eugene, Oregon, was completed on June 5, 1963.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

TWL:bjh

cc: R. L. Porter
P. M. Stephenson
I. D. Merchant
L. H. Young
C. H. Maison
L. R. Chandler

NOTED
P. M. STEPHENSON

OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 25 1962

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

D Cook

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

May 24, 1962

Mr. C. O. Polk
Division Engineer
U. S. Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Dear Mr. Polk:

Re: O. P. & E Overcrossing
Contract No. 6021
FAP No. I-5-3(32)175

Inter City Construction Company began work on the O. P. & E Overcrossing bridge construction project on the Pacific Highway in Lane County, Contract No. 6021, FAP No. I-5-3(32)175 on May 15, 1962.

Very truly yours,

Ivan D. Marchant
Bridge Engineer

mm

cc: Mr. Floyd Query
Mr. J. W. Nash
Mr. D. B. Parkes

NOTED
FLOYD QUERY

RECEIVED
OCT 16 1963
FOR FILING

6021

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Eugene, Oregon
March 14, 1963

C. A. GARDNER

SUBJECT: Inter City Construction Co.
O. P. & E. Railroad O'xing
Pacific Highway
Contract No. 6021

To: Mr. I. D. Merchant
Bridge Engineer
Salem, Oregon

Attn: Mr. C. A. Gardner

In regard to your letter of 2-13-63 concerning Contractor's insurance enclosed please find one (1) copy of DeBar and Allison Insurance Agency's statement of extension of railroad protective policy No. RRP 1280.

Ellis H. Jones
Resident Bridge Engineer

RFJ

cc: Division Engineer

RECEIVED
BRIDGE DIVISION

PHONE DI 8-1887

RES. PHONE DI 8-8018

DEBAR AND ALLISON INSURANCE AGENCY

119 EAST 10TH AVENUE
EUGENE, OREGON

March 13, 1963

State of Oregon
Att: Bridge Engineer
Ellis H. Jones
2193 East 15th Ave.
Eugene, Oreg.

Re: Inter City Construction Co.
O.P. & E. Railroad O'Xing
Pacific Highway
Lane County
Oregon Contract No. 6021

Dear Mr. Jones:

Enclosed please find thermofax copy of endorsement extending the railroad protective policy No. RRP 1280 to July 1, 1963. This endorsement will verify insurance which you had requested.

Please advise if we may be of further assistance to you.

Sincerely,

Darwin K. Allison

DKA/ba

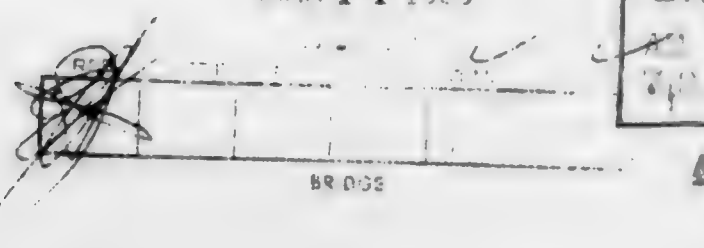
encl

OREGON STATE HWY. DEPT. EUGENE, OREGON

RECEIVED

MAR 14 1963

RECEIVED
OREGON STATE HWY. DEPT.
BRIDGE DIVISION



Quality Forest Products since 1927

GEORGIA-PACIFIC CORPORATION

EQUITABLE BUILDING • PORTLAND 4, OREGON

TELEPHONE CAPITOL 2-5581 • TELETYPE PD 600

May 25, 1962

State of Oregon
Bridge Department
Salem, Oregon

Attention: Mr. Merchant

Dear Mr. Merchant:

Re: Construction Agreement
O P & E Railway Company
Oregon State Highway Contract No. 6021
Pacific Highway - Lane County

Contractor: Intercity Construction Company

In accordance with our telephone conversation of May 18, we wish to confirm that the Intercity Construction Company has furnished us with required evidence of insurance with respect to the captioned contract, as follows:

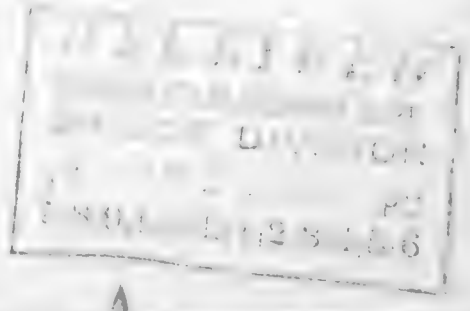
Policy RRP 1280 - United Pacific Insurance Company
Expires: August 29, 1962
Railroad Protective Liability Policy issued in the name of Oregon, Pacific and Eastern Railroad
$250,000/$500,000 - Bodily Injury
$250,000/$500,000 - Property Damage

Policy CLP 43819 - United Pacific Insurance Company
Expires: January 1, 1963
General Liability policy issued in the name of Intercity Construction Company.
$250,000/$500,000 - Bodily Injury
$250,000/$500,000 - Property Damage
$500,000 - Automobile Property Damage

Very truly yours,

Louise Yazzolino

(Mrs.) Louise Yazzolino
Insurance Assistant



February 13, 1962

Georgia Pacific Timber Company
Equitable Building
Portland 4, Oregon

Attention: Carl W. Raynor
Land Manager

Re: O P & E Railroad O'Xing
Pacific Highway
Lane County
Oregon Contract No. 6021

Gentlemen:

I am enclosing an endorsement for United Pacific Insurance Company Policy No. 1280. This should be attached to the Policy which was forwarded you on February 6, 1962.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:dl

Enclosures

FORM E-30 50M 7-60 29395

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
Feb. 9, 1962

To: Mr. Cecil Gardner
Bridge Division
Salem

SUBJECT: Contract No. 6021
Inter-City Construction Co.
Oregon Pacific and Eastern
Railroad Overcrossing
Pacific Highway
Lane County

Attached for processing and approval are copies of Endorsement 1 to Policy No. RRP 1280 of the United Pacific Insurance Company, covering the above contract. This endorsement extends the policy term to August 29, 1962.

Upon completion, we would appreciate receiving the necessary copy for our insurance file.

Floyd Young
Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

cc Mr. G. S. Paxson

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM FEB 13 1962 PM
7 8 9 10 11 12 1 2 3 4 5 6

DEBA AND ALLISON INSURANCE AGENCY
PHONE DI 3-1697 119 EAST 10TH AVENUE EUGENE, OREGON

2/2/62

FROM Darwin K. Allison

TO State of Oregon
Engineering Dept.

SUBJECT: Inter City Construction Co contract
Railroad Protective Policy # RRP 1280

Gentlemen:

Enclosed please find original and copy of endorsement to be attached to attached policy, which is extending the policy term to Augut 29, 1962.

(not attach.)

Copy for Oregon Pacific & Eastern Railroad, & also your files.

Trusting you find enclosed endorsement in order.

Yours truly,

Darwin K. Allison

Darwin K. Allison

RECEIVED
FEB 5 1962
OREGON
STATE HIGHWAY COMMISSION

DKA/ba

Encl

February 6, 1962

Georgia Pacific Timber Company
Equitable Building
Portland 4, Oregon

Attention: Carl W. Rayner
Land Manager

Re: O.P.& E. Railroad O'Xing
Pacific Highway
Lane County
Oregon Contract No. 6021

Gentlemen:

Attached find the following insurance policies:

1) Original of United Pacific Insurance Company Policy No. MNP 1330 issued to Oregon Pacific and Eastern Railroad.

2) Specimen copy of United Pacific Insurance Company Policy No. CLP 43819 issued to Intercity Construction Company.

These policies are furnished by Intercity Construction Company in answer to the insurance requirements contained in the contract.

Will you please review the policies and advise as to whether or not they are satisfactory to you. If you desire any changes, amendments or corrections to the policies, it will be satisfactory with this office to take the matter up directly with the contractor or the contractor's insurance agent.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:dl
Attachments
cc: L. R. Chandler
Ellis Jones

FORM E-30 50M 7-60 29388

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
Feb. 1, 1962

To: Mr. Cecil A. Gardner
Bridge Division
Salem

SUBJECT: Contract No. 6021
Inter-City Construction Co.
Oregon Pacific and Eastern Railroad
Overcrossing, Lane County
Pacific Highway

Attached for processing and approval are copies of the following insurance, which is in connection with the above contract:

United Pacific Insurance Company Policy No. RRP 1280, ~~expiring 4-29-62~~. The Oregon, Pacific and Eastern Railroad is the assured, and we assume that you will send the original copy of this policy to the railroad company, as usual.

United Pacific Insurance Company Policy No. CLP 43819, expiring 1-1-63.

Upon completion, we would appreciate receiving the necessary copies for our insurance file.

C. A. Heak
Asst. Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

cc Mr. G. S. Paxson

fp

RECEIVED
OREGON STATE HIGHWAY DEPT
BRIDGE DIVISION
AM FEB 1 1962 PM
7,8,9,10,11,12,1,2,3,4,5,6

Agent OB BAR & ALLISON

This Endorsement No. 1 , forms a part of Policy No. RFP 1280 , and is effective * 1/29/62 (MONTH-DAY-YEAR)
at the hour designated in said policy, issued to *

OREGON, PACIFIC AND EASTERN RAILROAD

by the company of the UNITED PACIFIC INSURANCE GROUP designated therein.

*These spaces need not be completed if this endorsement and the policy bear the same inception date.

POLICY PERIOD CHANGED TO READ:
JANUARY 29, 1962 TO AUGUST 29, 1962

All terms and conditions of the policy to which this endorsement is attached remain unchanged except as herein specifically provided.

Countersigned by Darwin K. Allison
Authorized Representative
Darwin K. Allison

Harold F. Baird
PRESIDENT

G-11 10-53

UNITED PACIFIC
Insurance Company

HOME OFFICE - TACOMA, WASHINGTON

6021

Railroad Protective Liability Policy

Policy No. RRP [redacted]
1280

DECLARATIONS

Item 1. Named Insured OREGON, PACIFIC & EASTERN RAILROAD

Address 101 SOUTH 10TH STREET, COTTAGE GROVE, OREGON

Item 2. Policy Period: From 1-29-62 to ~~4-29-62~~ Extended to 5-29-62
12:01 A.M., standard time at the designated job site as stated herein.

Item 3. The insurance afforded is only with respect to such of the following coverages as are indicated (in Item 7) by specific premium charge or charges. The limit of the company's liability against such coverage or coverages shall be as stated herein, subject to all the terms of this policy having reference thereto.

	Coverages	Limits of Liability	
A	Bodily Injury Liability	250,000.	each person
		500,000.	each occurrence
B & C	Property Damage Liability and Physical Damage to Property	250,000.	each occurrence
		500,000.	aggregate

Item 4. Name and Address of Contractor INTER CITY CONSTRUCTION COMPANY, A CORPORATION, 3698 FRANKLIN BLVD., EUGENE, OREGON

Item 5. Name and Address of Governmental Authority for whom the work by the contractor is being performed STATE OF OREGON, ACTING BY AND THROUGH ITS STATE HIGHWAY COMMISSION, SALEM, OREGON

Item 6. Designation of the Job Site and Description of Work CONSTRUCTION OF RAILROAD OVERCROSSING ON COTTAGE GROVE DIVIDED SECTION OF PACIFIC HIGHWAY IN LANE COUNTY. #6P2-1

Item 7. Premium Bases:

	Cost	Rates Per $100 of Cost Coverage A	Rates Per $100 of Cost Coverages B & C	Advance Premiums Coverage A	Advance Premiums Coverages B & C
Contract:		.25	.21	$163.00	$ 166.00
Rental:					

Advance Premium Total $ 329.00

Countersigned by Damon K. Allison
Authorized Agent

UNITED PACIFIC

Insurance Company

TACOMA, WASHINGTON
HEREINAFTER CALLED THE COMPANY

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations made by the named insured and subject to all of the terms of this policy:

INSURING AGREEMENTS

I. Coverage A - Bodily Injury Liability

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury, sickness, or disease, including death at any time resulting therefrom, hereinafter called "bodily injury" either (1) sustained by any person arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in Item 6 of the declarations, or (2) sustained at the designated job site by the contractor or any employee of the contractor or by any designated employee of the insured whether or not arising out of such acts or omissions.

Coverage B - Property Damage Liability

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of physical injury to or destruction of property, including loss of use of any property due to such injury or destruction, hereinafter called "property damage," arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in Item 6 of the declarations.

Coverage C - Physical Damage to Property

To pay for direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment, or motive power equipment, hereinafter called loss, arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in Item 6 of the declarations; provided such property is owned by the named insured or is leased or entrusted to the named insured under a lease or trust agreement.

II. Definitions

(a) Insured- The unqualified word "insured" includes the named insured and also includes any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

(b) Contractor - The word "contractor" means the contractor designated in Item 4 of the declarations and includes all subcontractors of said contractor but shall not include the named insured.

(c) Designated employee of the insured - The words "designated employee of the insured" mean:

(1) any supervisory employee of the insured at the job site,
(2) any employee of the insured while operating, attached to or engaged on work trains or other railroad equipment at the job site which are assigned exclusively to the contractor, or

(3) any employee of the insured not within (1) or (2) who is specifically loaned or assigned to the work of the contractor for prevention of accidents or protection of property, the cost of whose services is borne specifically by the contractor or by governmental authority.

(d) Contract - The word "contract" means any contract or agreement to carry a person or property for a consideration or any lease, trust or interchange contract or agreement respecting motive power, rolling stock or mechanical construction equipment.

III. Defense, Settlement, Supplementary Payments

With respect to such insurance as is afforded by this policy under coverages A and B, the company shall:

(a) defend any suit against the insured alleging such bodily injury or property damage and seeking damages which are payable under the terms of this policy, even if any of the allegations of the suit are groundless, false or fraudulent; but the company may make such investigation and settlement of any claim or suit as it deems expedient;

(b) pay, in addition to the applicable limits of liability

(1) all expenses incurred by the company, all costs taxed against the insured in any such suit and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;

(2) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, but without obligation to apply for or furnish any such bonds;

(3) expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of the occurrence;

(4) all reasonable expenses, other than loss of earnings, incurred by the insured at the company's request.

IV. Policy Period Territory

This policy applies only to occurrences and losses during the policy period and within the United States of America, its territories or possessions, or Canada.

EXCLUSIONS

This policy does not apply:

(a) to liability assumed by the insured under any contract or agreement except a contract as defined herein;

(b) to bodily injury or property damage caused intentionally by or at the direction of the insured;

(c) to bodily injury, property damage or loss which occurs after notification to the named insured of the acceptance of the work by governmental authority, other than bodily injury, property damage or loss resulting from the existence or removal of tools, uninstalled equipment and abandoned or unused materials;

(d) under coverages A (1), B and C, to bodily injury, property damage or loss, the sole proximate cause of which is an act or omission of any insured other than acts or omissions of any designated employee of any insured;

(e) under Coverage A, to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law; provided that the Federal Employers" Liability Act, U. S. Code (1946) Title 45, Sections 51-60, as amended, shall for the purposes of this insurance be deemed not to be any similar law;

(f) under coverage B, to injury to or destruction of property (i) owned by the named insured or (ii) leased or entrusted to the named insured under a lease or trust agreement;

(g) under coverage C, to loss due to nuclear radiation or radioactive contamination, or to any act or condition incident to any of the foregoing.

CONDITIONS

The conditions, except conditions 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 apply to all coverages. Conditions 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 apply only to the coverage noted thereunder.

1. Premium The premium bases and rates for the hazards described in the declarations are stated therein. Premium bases and rates for hazards not so described are those applicable in accordance with the manuals in use by the company.

The term "contract cost" means the total cost of all work described in Item 6 of the declarations.

The term "rental cost" means the total cost to the contractor for rental of work trains or other railroad equipment, including the remuneration of all employees of the insured while operating, attached to or engaged thereon.

The advance premium stated in the declarations is an estimated premium only. Upon termination of this policy the earned premium shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. If the earned premium thus computed exceeds the estimated advance premium paid, the company shall look to the contractor specified in the declarations for any such excess; if less, the company shall return to the said contractor the unearned portion paid.

In no event shall payment of premium be an obligation of the named insured.

2. Inspection The named insured shall make available to the company records of information relating to the subject matter of this insurance.

The company shall be permitted to inspect all operations in connection with the work described in Item 6 of the declarations.

3. Limits of Liability Coverage A The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury sustained by one person as the result of any one occurrence; the limit of such liability stated in the declarations as applicable to "each occurrence" is, subject to the above provisions respecting each person, the total limit of the company's liability for all such damage arising out of bodily injury sustained by two or more persons as the result of any one occurrence.

4. Limits of Liability Coverages B & C The limit of liability under coverages B and C stated in the declarations as applicable to "each occurrence" is the total limit of the company's liability for all damages and all loss under coverages B and C combined arising out of physical injury to, destruction or loss of all property of one or more persons or organizations, including the loss of use of any property due to such injury or destruction under coverage B, as the result of any one occurrence.

Subject to the above provision respecting "each occurrence," the limit of liability under coverages B and C stated in the declarations as "aggregate" is the total limit of the company's liability for all damages and all loss under coverages B and C combined arising out of physical injury to, destruction or loss of property, including the loss of use of any property due to such injury or destruction under coverage B.

Under coverage C, the limit of the company's liability for loss shall not exceed the actual cash value of the property, or if the loss is of a part thereof the actual cash value of such part, at time of loss, nor what it would then cost to repair or replace the property or such part thereof with other of like kind and quality.

5. Severability of Interests Coverages A and B The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

6. Notice In the event of an occurrence or loss, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as

soon as practicable. If claim is made or suit is brought against the insured, he shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

7. Assistance and Cooperation of the Insured
Coverages A & B — The insured shall cooperate with the company and, upon the company's request, attend hearings and trials and assist in making settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

8. Action Against Company
Coverages A and B — No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy, no person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

Coverage C — No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy nor until thirty days after proof of loss is filed and the amount of loss is determined as provided in this policy.

9. Insured's Duties in Event of Loss
Coverage C — In the event of loss the insured shall:

(a) protect the property, whether or not the loss is covered by this policy, and any further loss due to the insured's failure to protect shall not be recoverable under this policy; reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request;

(b) file with the company, as soon as practicable after loss, his sworn proof of loss in such form and including such information as the company may reasonably require and shall, upon the company's request, exhibit the damaged property.

10. Appraisal
Coverage C — If the insured and the company fail to agree as to the amount of loss, either may, within 60 days after the proof of loss is filed, demand an appraisal of the loss. In such event the insured and the company shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The insured and the company shall each pay his chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

The company shall not be held to have waived any of its rights by any act relating to appraisal.

11. Payment of Loss Coverage C — The company may pay for the loss in money but there shall be no abandonment of the damaged property to the company.

12. No Benefit to Bailee Coverage C — The insurance afforded by this policy shall not inure directly or indirectly to the benefit of any carrier or bailee, other than the named insured, liable for loss to the property.

13. Subrogation — In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

14. Application of Insurance — The insurance afforded by this policy is primary insurance.

15. Three Year Policy — A policy period of three years is comprised of three consecutive annual periods. Computation and adjustment of earned premium shall be made at the end of each annual period. Aggregate limits of liability as stated in this policy shall apply separately to each annual period.

16. Changes — Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by a duly authorized agent of the company.

17. Assignment — Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon.

18. Cancelation — This policy may be canceled by the named insured by mailing to the company written notice stating when thereafter the cancelation shall be effective. This policy may be canceled by the company by mailing to the named insured, contractor and governmental authority at the respective addresses shown in this policy written notice stating when not less than thirty days thereafter such cancelation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancelation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancelation is effected or as soon as practicable after cancelation becomes effective, but payment or tender of unearned premium is not a condition of cancelation.

19. Declarations By acceptance of this policy the named insured agrees that such statements in the declarations as are made by him are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

In witness whereof, THE UNITED PACIFIC INSURANCE COMPANY has caused this policy to be signed by its President and Secretary; but the same shall not be binding upon the Company unless countersigned on the declarations page by a duly authorized agent of the company.

SECRETARY

PRESIDENT

COMPREHENSIVE LIABILITY POLICY

UNITED PACIFIC
Insurance Company

#6121

DECLARATIONS

Policy Number CLP 43819

(1) SIG MOE & KAY MOE DBA INTERCITY CONSTRUCTION COMPANY, A CORPORATION

(2)SIG MOE (3) KAY MOE

3698 FRANKLIN BLVD.
EUGENE, OREGON

12:01 P.M. 1- 1- 62 to 1- 1- 63 at 12:01 A.M.
(MONTH-DAY-YEAR) (MONTH-DAY-YEAR)

Please Read Your Policy

SPECIMEN

UNITED PACIFIC
Insurance Company
TACOMA, WASHINGTON
A STOCK COMPANY

SHORT RATE CANCELLATION TABLE AND RULE

TABLE FOR POLICIES IN FORCE ONE YEAR OR LESS

DAYS POLICY IN FORCE	PER CENT OF ONE YEAR PREMIUM	DAYS POLICY IN FORCE	PER CENT OF ONE YEAR PREMIUM	DAYS POLICY IN FORCE	PER CENT OF ONE YEAR PREMIUM	DAYS POLICY IN FORCE	PER CENT OF ONE YEAR PREMIUM	DAYS POLICY IN FORCE	PER CENT OF ONE YEAR PREMIUM	DAYS POLICY IN FORCE	PER CENT OF ONE YEAR PREMIUM
1	5%	37-40	21%	95- 98	37%	154-156	53%	219-223	69%	292-296	85%
2	6	41-43	22	99-102	38	157-160	54	224-228	70	297-301	86
3- 4	7	44-47	23	103-105	39	161-164	55	229-232	71	302-305 (10 MOS.)	87
5- 6	8	48-51	24	106-109	40	165-167	56	233-237	72	306-310	88
7- 8	9	52-54	25	110-113	41	168-171	57	238-241	73	311-314	89
9-10	10	55-58	26	114-116	42	172-175	58	242-246 (8 MOS.)	74	315-319	90
11-12	11	59-62 (2 MOS.)	27	117-120	43	176-178	59	247-250	75	320-323	91
13-14	12	63-65	28	121-124 (4 MOS.)	44	179-182 (6 MOS.)	60	251-255	76	324-328	92
15-16	13	66-69	29	125-127	45	183-187	61	256-260	77	329-332	93
17-18	14	70-73	30	128-131	46	188-191	62	261-264	78	333-337 (11 MOS.)	94
19-20	15	74-76	31	132-135	47	192-196	63	265-269	79	338-342	95
21-22	16	77-80	32	136-138	48	197-200	64	270-273 (9 MOS.)	80	343-346	96
23-25	17	81-83	33	139-142	49	201-205	65	274-278	81	347-351	97
26-29	18	84-87	34	143-146	50	206-209	66	279-282	82	352-355	98
30-32 (1 MO.)	19	88-91 (3 MOS.)	35	147-149	51	210-214 (7 MOS.)	67	283-287	83	356-360	99
33-36	20	92-94	36	150-153 (5 MOS.)	52	215-218	68	288-291	84	361-365 (12 MOS.)	100

RULE FOR POLICIES IN FORCE MORE THAN ONE YEAR

1. DETERMINE FULL ANNUAL PREMIUM AS FOR A POLICY WRITTEN FOR A TERM OF ONE YEAR.
2. DEDUCT SUCH PREMIUM FROM THE FULL POLICY PREMIUM, AND ON THE REMAINDER CALCULATE THE PRO RATA EARNED PREMIUM ON THE BASIS OF THE RATIO OF THE LENGTH OF TIME BEYOND ONE YEAR THE POLICY HAS BEEN IN FORCE TO THE LENGTH OF TIME BEYOND ONE YEAR FOR WHICH THE POLICY WAS ORIGINALLY WRITTEN.
3. ADD PREMIUM PRODUCED IN ACCORDANCE WITH ITEMS (1) AND (2) TO OBTAIN EARNED PREMIUM DURING FULL PERIOD POLICY HAS BEEN IN FORCE.

UNITED PACIFIC *Insurance Company*, TACOMA, WASHINGTON

Agent DE BAR & ALLISON INSURANCE AGENCY

Renews CLP 34372 Replaces

COMPREHENSIVE LIABILITY POLICY

DECLARATIONS

Policy Number CLP 43819

1. (1) SIG MOE & KAY MOE DBA INTERCITY CONSTRUCTION COMPANY, A CORPORATION
   (2) SIG MOE (3) KAY MOE

   NAME OF INSURED

   THIS IS A CERTIFIED DUPLICATE COPY
   BY Donald A. Bainter
   UNITED PACIFIC INSURANCE COMPANY

2. 3698 FRANKLIN BLVD.
   EUGENE, OREGON

   ADDRESS OF INSURED

3. From 1- 1- 62 (MONTH-DAY-YEAR) to 1- 1- 63 (MONTH-DAY-YEAR) at 12:01 A.M. standard time at the address of the named insured as stated herein.

   POLICY PERIOD

4. The insurance afforded is only with respect to such and so many of the following coverages and hazards thereunder as are indicated by insertion of the limit of the Company's liability opposite the coverage and hazard. The limit of the Company's liability for each such coverage and hazard shall be as stated herein, subject to the terms of this policy having reference thereto.

COVERAGES	HAZARDS			LIMITS OF LIABILITY		
A. BODILY INJURY LIABILITY	Automobile	$	100,000.	Each Person $	300,000.	Each Occurrence
	Personal	$	100,000.	Each Person $	300,000.	Each Occurrence
	Business	$	100,000.	Each Person $	300,000.	Each Occurrence
				$	300,000.	Aggregate Products — Completed Operations
B. PROPERTY DAMAGE LIABILITY	Automobile	$	50,000.	Each Occurrence		
	Personal	$	50,000.	Each Occurrence		
	Business	$ *	5,000.	Each Accident $	25,000.	Aggregate
C. MEDICAL PAYMENTS	Automobile	$	1,000.	Each Person - Private Passenger Type Owned		
	Automobile	$	EXCLUDED	Each Person - Other than Private Passenger Type Owned		
	Personal	$	250.	Each Person $	25,000.	Each Accident
	Business	$	EXCLUDED	Each Person $	EXCLUDED	Each Accident

* SUBJECT TO ENDORSEMENT # 3

AUTOMOBILE PHYSICAL DAMAGE SUPPLEMENT ☒ Coverage Applies per Schedule ☐ Coverage NOT Afforded

OTHER SUPPLEMENTS:

5. The Provisional Deposit Premium is $ 6575.29. If the Policy Period is for more than one year, an additional Provisional Deposit Premium shall be charged for each succeeding annual period.
   Such premiums are subject to ANNUAL audit.
6. The named insured's principal business operations are GENERAL CONTRACTOR
7. Records are kept and may be audited at the above address. *
8. During the past year no insurer has canceled or declined insurance issued to the named insured similar to that afforded hereunder. *
   EXCEPTIONS, IF ANY, TO 7 or 8. (* absence of entry means "no exceptions"):
   •
   •
9. Should any policy listed below be canceled, reduced or transferred prior to its expiration date immediate written notice shall be given by the insured informing the company of such cancellation, reduction or transfer.

NAME OF COMPANY	POLICY NUMBER	SUBJECT OF INSURANCE	COVERAGE	AMOUNT OR LIMIT	EXPIRATION DATE

Countersigned by Dawson K. Allison
Authorized Agent

THESE DECLARATIONS WITH FORM **CLP-9 3-61** CONSTITUTE THE ABOVE NUMBERED POLICY

SEE REVERSE SIDE FOR ENDORSEMENTS APPLYING TO THIS POLICY.

SPECIMEN

UNITED PACIFIC INSURANCE GROUP

Agent

This Endorsement No. 9 , forms a part of Policy No. CLP 43819 , and is effective * (MONTH-DAY-YEAR)
at the hour designated in said policy, issued to *

by the company of the UNITED PACIFIC INSURANCE GROUP designated therein.
***These spaces need not be completed if this endorsement and the policy bear the same inception date.**

NOTICE OF CANCELLATION

It is agreed that this policy cannot be canceled at the company's election without first giving 10 days written notice to

OREGON PACIFIC & EASTERN RAILROAD
101 S. 10TH STREET
COTTAGE GROVE, OREGON

All terms and conditions of the policy to which this endorsement is attached remain unchanged except as herein specifically provided.

Countersigned by Damon K. Allen
Authorized Representative

Harold F. Baird
PRESIDENT

G-10 1-52

UNITED PACIFIC INSURANCE

Agent

This Endorsement No. 8 , forms a part of Policy No. CLP 43819 , and is effective * (MONTH-DAY-YEAR)
at the hour designated in said policy, issued to *

by the company of the UNITED PACIFIC INSURANCE GROUP designated therein.
***These spaces need not be completed if this endorsement and the policy bear the same inception date.**

NOTICE OF CANCELLATION

It is agreed that this policy cannot be canceled at the company's election without first giving 10 days written notice to

STATE OF OREGON
STATE HIGHWAY COMMISSION
SALEM, OREGON

All terms and conditions of the policy to which this endorsement is attached remain unchanged except as herein specifically provided.

Countersigned by Damon K. Allman
Authorized Representative

Harold F. Baird
PRESIDENT

G-10 1-52.

MP-944—1-1-54

OREGON PUBLIC UTILITIES COMMISSIONER

ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY — AUTOMATIC COVERAGE

The policy to which this endorsement is attached is an automobile bodily injury liability and property damage liability policy, and is hereby amended to assure compliance by the named insured, as a motor carrier of passengers or property with appropriate provisions of the Motor Transportation Code of Oregon, as amended, and the pertinent rules and regulations of the Public Utilities Commissioner of Oregon, promulgated in accordance with the provisions of the Motor Transportation Code of Oregon.

In consideration of the premium stated in the policy to which this endorsement is attached, or becomes a part, when duly countersigned, the company hereby agrees to pay any final judgment recovered against the named insured for bodily injury to or the death of any persons or loss of or damage to property of others (excluding injury to or death of the named insured's employees while engaged in the course of their employment, and loss of or damage to property owned or operated by or in the care, custody or control of the named insured, and property transported by the named insured, designated as cargo, and to any obligation for which the named insured may be held liable under any workmen's compensation law), resulting from the negligent operation, maintenance, ownership, or use of motor vehicles under permit issued to the named insured by the Public Utilities Commissioner of Oregon, or otherwise under the Oregon Motor Transportation Code, within the limits of liability hereinafter provided, regardless of whether such motor vehicles are specifically described in the policy or not. It is understood and agreed that upon failure of the company to pay any such final judgment recovered against the named insured, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment. The bankruptcy or insolvency of the named insured shall not relieve the company of any of its obligations hereunder. The liability of the company extends to such losses, damages, injuries, or deaths whether occurring on the route or in the territory authorized to be served by the named insured or elsewhere, within the State of Oregon, but as respects this endorsement only while operating under the provisions of the Motor Transportation Code of Oregon.

The liability of the company on each motor vehicle for the following limits shall be a continuing one notwithstanding any recovery hereunder, in the following minimum amounts:

Type of Motor Vehicle	Bodily Injury Liability Limit for Each Person	Liability Limit for Each Accident	Property Damage Liability Limit for Each Accident
Each motor vehicle authorized for use in the transportation of property or persons	$10,000	$20,000	$10,000

In the event the policy to which this endorsement is attached is issued for limits greater than those prescribed herein, the terms and conditions of this endorsement shall apply only to the minimum limits set forth in this endorsement.

Nothing contained in the policy or any endorsements thereon, nor the violation of any of the provisions of the policy or of any endorsement thereon by the named insured, shall relieve the company from liability hereunder or from the payment of any such final judgment, but as respects any equipment of the named insured while being operated by others under an interchange of equipment agreement or requirement, the insurance afforded by this policy shall be excess over any other valid and collectible insurance available to the named insured.

The named insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy, except for the agreement contained in this endorsement.

Cancellation of this endorsement or of the policy to which it is attached may be effected by the company or the named insured giving not less than 15 days' notice in writing to the Public Utilities Commissioner of Oregon at his office in Salem, Oregon, said notice to commence to run from the date notice is actually received at the office of said Commissioner.

All terms and conditions of the policy to which this endorsement is attached remain unchanged except as herein specifically provided.

This endorsement is to be attached to and forms a part of Policy No. CLP 43819 issued to SIG MOE & KAY MOE DBA INTERCITY CONSTRUCTION CO.

and shall become effective on 1- 1- 19 82, at the hour designated in said policy.

IN WITNESS WHEREOF, THE UNITED PACIFIC INSURANCE COMPANY has caused this endorsement to be signed by its President; but the same shall not be binding upon the company unless countersigned by its authorized agent.

Countersigned by Darwin K. Allison
Authorized Agent

Harold L. Baird
PRESIDENT

ENDORSEMENT NO. #5

A-49 12-53

Form E351 Ed. 10-1-54

ENDORSEMENT FOR OVERSIZE-OVERWEIGHT VEHICLE PERMITS

This endorsement is attached to the policy described below to assure compliance by the insured with appropriate provisions of ORS 483.502 through ORS 483.536, and the pertinent rules, regulations, and permit provisions of the State Highway Commission of Oregon incident to the issuance of a permit granting the insured permission to operate vehicles and transport loads which would otherwise be unlawful.

The Company hereby amends the policy described below accordingly and in accordance with all applicable Oregon Statutes, but this amendment shall apply only while the insured is operating the vehicles described below within the State of Oregon and incident to the said permit but nothing contained in the policy or any endorsements thereon, nor the violation of any provisions of the permit issued, for which this endorsement is a condition precedent, such as time, routes, descriptions, terms, provisions, conditions, stipulations, rules, regulations or requirements of this permit, nor the violation of any of the provisions of the policy or of any endorsement thereon by the named insured, shall relieve the company from liability hereunder or from the payment of any final judgment resulting therefrom.

The primary named insured agrees to reimburse the company for any payment by the company on account of any accident, claim or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy, except for the agreement contained in this endorsement.

The State of Oregon, State Highway Commission and members thereof, its officers, agents and employees are hereby included as named insureds in the below-numbered policy, except as to claims against the primary named insured for injury to their persons or damage to any of its or their property.

Cancellation of this endorsement or of the policy to which it is attached may be effected by agreement of the parties hereto or by the company or the named insured giving not less than 30 days' notice in writing to the State Highway Commission of Oregon at its office in Salem, Oregon, said notice to commence to run from the date notice is actually received at the office of said Commission.

The limit of liability of the company for the operation of each vehicle or each motive power unit and trailer, semi-trailer, listed below, or other towed vehicle, whether said other towed vehicle is described below or not, shall be as follows:

Bodily Injury Liability	**Each person**	$	100,000.
. . . . .	**Each accident**	$	300,000.
Property Damage Liability	**Each accident**	$	50,000.

Limits provided herein are the minimum limits required by the Oregon State Highway Commission and shall in no way be considered a reduction in limits as originally provided in this policy.

Description of vehicles under Permit:

(Must include complete description of each unit and units used in combination)

Year Model	**Make**	**Motor Number or Serial Number**

(Signed additional list may be attached if insufficient space hereon)

If policy covers all operated vehicles and individual description is waived—so indicate and omit description ☐ X

All terms and conditions of the policy to which this endorsement is attached remain unchanged except as herein specifically provided.

This endorsement is to be attached to and forms a part of Policy No. CLP 43819 issued to DBA INTERCITY CONSTRUCTION COMPANY and shall become effective on 1- 1- 19 62, at the hour designated in said policy.

IN WITNESS WHEREOF, THE UNITED PACIFIC INSURANCE COMPANY has caused this endorsement to be signed by its President; but the same shall not be binding upon the company unless countersigned by its authorized agent.

Countersigned by Damon K. Allen
Authorized Agent

Harold F. Baird
PRESIDENT

ENDORSEMENT NO. 6

A-434 10-54

Agent

This Endorsement No. 7 , forms a part of Policy No. CLP 43819 , and is effective *
at the hour designated in said policy, issued to * (MONTH-DAY-YEAR)

by the UNITED PACIFIC INSURANCE COMPANY.

*These spaces need not be completed if this endorsement and the policy bear the same inception date.

CHANGE IN DECLARATIONS

In consideration of a [ ] RETURN or [X] ADDITIONAL premium of $ AT AUDIT , it is agreed that Declarations 4 and 5 of the policy are replaced by the following:

4. The insurance afforded is only with respect to such and so many of the following coverages and hazards thereunder as are indicated by insertion of the limit of the Company's liability opposite the coverage and hazard. The limit of the Company's liability for each such coverage and hazard shall be as stated herein, subject to the terms of this policy having reference thereto.

COVERAGES	HAZARDS		LIMITS OF LIABILITY are [ ] Reduced to [X] Increased to		
A. BODILY INJURY LIABILITY	Automobile $	**250,000.	Each Person $	500,000.	Each Occurrence
	Personal $	100,000.	Each Person $	300,000.	Each Occurrence
	Business $	**250,000.	Each Person $	500,000.	Each Occurrence
			$	500,000.	Aggregate Products - Completed Operations
B. PROPERTY DAMAGE LIABILITY	Automobile $	50,000.	Each Occurrence		
	Personal $	50,000.	Each Occurrence		
	Business** $	250,000.	*Each Accident $	**500,000.*	Aggregate

* SUBJECT TO ENDORSEMENT # 3

C. MEDICAL PAYMENTS	Automobile $	1,000.	Each Person - Private Passenger Type Owned		
	Automobile $	EXCLUDED	Each Person - Other than Private Passenger Type Owned		
	Personal $	250.	Each Person $	25,000.	Each Accident
	Business $	EXCLUDED	Each Person $	EXCLUDED	Each Accident

5. The Provisional Deposit Premium is $; subject to ANNUAL audit.
The changes in limits or coverages shown above apply only to:

** CONSTRUCTION OF RAILROAD OVERCROSSING ON COTTAGE GROVE DIVIDED SECTION OF PACIFIC HIGHWAY IN LANE COUNTY, OREGON

If the terms of this endorsement REDUCE the original limits or coverage afforded by the policy, such change is accepted by:

(SIGNATURE OF NAMED INSURED)

All terms and conditions of the policy to which this endorsement is attached remain unchanged except as herein specifically provided.

Countersigned by Dawson K. Allison
Authorized Representative

Harold F. Baird
PRESIDENT

CLP-12 12-59

Agent

This Endorsement No. 4 , forms a part of Policy No. CLP 43819 , and is effective * (MONTH-DAY-YEAR)
at the hour designated in said policy, issued to *

by the UNITED PACIFIC INSURANCE COMPANY.

*These spaces need not be completed if this endorsement and the policy bear the same inception date.

INTERESTS COVERED

It is agreed with respect to owned automobiles not of the private passenger type, other than automobiles of the pickup body or sedan delivery type, any provision in the policy to which this endorsement is attached extending the benefits of this insurance to any person or firm or corporation other than the insured named therein is hereby declared null and void and in lieu thereof it is agreed that the unqualified word "insured" wherever used in the policy includes the named insured, any partner, executive officer, director, stockholder or employee thereof while acting within the scope of his duties, however, no coverage shall be afforded:

1. To any employee of the named insured with respect to an occurrence or accident taking place during use of the automobile in the business of another to whom such automobile is rented, loaned or leased.

2. To any person or organization or any agent, employee or contractor thereof, other than the named insured, who is required to carry automobile insurance under any motor carrier law.

All terms and conditions of the policy to which this endorsement is attached remain unchanged except as herein specifically provided.

Countersigned by Darwin K. Peterson
Authorized Representative

Harold F. Baird
PRESIDENT

A-323 12-53

Agent

This Endorsement No. 3 , forms a part of Policy No. CLP 43819 , and is effective * (MONTH-DAY-YEAR)
at the hour designated in said policy, issued to *

by the UNITED PACIFIC INSURANCE COMPANY.

*These spaces need not be completed if this endorsement and the policy bear the same inception date.

DEDUCTIBLE PROPERTY DAMAGE LIABILITY

(For Attachment to CLP Policy — Per Claim Basis)

It is agreed that such insurance as is afforded by the policy for Property Damage Liability under the Business hazard applies subject to the following provisions:

1. $ 100. shall be deducted from the total amount of all sums which the insured shall become legally obligated to pay as damages on account of injury to or destruction of all property of one person or organization, including the loss of use thereof, and the company shall be liable only for the difference between the applicable limit of liability for "each accident" as stated in the policy and the sum of the deductible amounts applicable to all claims as the result of such accident.
2. The terms of the policy, including those with respect to notice of accident and the company's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the deductible amount.
3. The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the named insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

All terms and conditions of the policy to which this endorsement is attached remain unchanged except as herein specifically provided.

Countersigned by Dawn K. Reeson
Authorized Representative

Harold F. Baird
PRESIDENT

CLP-74 3-60

Agent

This Endorsement No. 1 , forms a part of Policy No. CLP 43819 , and is effective ★
at the hour designated in said policy, issued to ★ (MONTH-DAY-YEAR)

by the UNITED PACIFIC INSURANCE COMPANY.

★ These spaces need not be completed if this endorsement and the policy bear the same inception date.

LIMITATION – Additional Interests of Joint Ventures and Partnerships

(For Attachment to CLP Policy)

It is agreed that such insurance as is afforded by the policy with respect to the Automobile and Business hazards does not apply to operations of the named insured in any partnership or joint venture with any other person, firm or corporation except as may be provided by endorsement issued to form a part of the policy which endorsement names such other person, firm or corporation as an insured thereunder.

Provisions of this endorsement shall not apply to any automobile of the Private Passenger type owned by or registered in the name of an individual who is a named insured under the policy.

All terms and conditions of the policy to which this endorsement is attached remain unchanged except as herein specifically provided.

Countersigned by Darrow K. Allen
Authorized Representative

Harold F. Baird
PRESIDENT

CLP-45 1-61

Premium $ INCLUDED

Agent

This Endorsement No. 2 , forms a part of Policy No. CLP 43819 , and is effective * (MONTH-DAY-YEAR)
at the hour designated in said policy, issued to *

by the UNITED PACIFIC INSURANCE COMPANY.

*These spaces need not be completed if this endorsement and the policy bear the same inception date.

ENDORSEMENT PROVIDING BENEFITS ON ACCOUNT OF BODILY INJURY OR DEATH CAUSED BY UNINSURED AUTOMOBILES

SCHEDULE

Designated person, if any, as provided for in Insuring Agreement II (a) below:

Limits of Liability:
The limits of liability for this coverage shall be confined to those limits required under the financial responsibility law of the state in which the named insured resides; provided, however, (1) the lesser limit of liability required by such law shall be the limit applicable to "each person" and (2) the greater limit of liability required by such law shall be the limit applicable to "each accident".

In consideration of the payment of the premium for this endorsement, the company agrees with the named insured, subject to the limits of liability, exclusions, conditions and other terms of this endorsement and to the applicable terms of the policy:

INSURING AGREEMENTS

I. Damages for Bodily Injury Caused by Uninsured Automobiles

To pay all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured automobile because of bodily injury, sickness or disease, including death resulting therefrom, hereinafter called "bodily injury", sustained by the insured, caused by accident and arising out of the ownership, maintenance or use of such uninsured automobile; provided, for the purpose of this endorsement, determination as to whether the insured or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the insured or such representative and the company or, if they fail to agree, by arbitration.

II. Definitions

(a) Insured. The unqualified word "insured" means
(1) the named insured as stated in the policy and any person designated as named insured in the schedule of this endorsement and, while residents of the same household, the spouse of any such named insured and relatives of either.
(2) any other person while occupying an insured automobile; and
(3) any person, with respect to damages he is entitled to recover for care or loss of services because of bodily injury to which this endorsement applies.

The insurance applies separately with respect to each named insured under this endorsement and residents of the same household, but neither this provision nor application of the insurance to more than one insured shall operate to increase the limits of the company's liability.

(b) Insured Automobile. The term "insured automobile" means an automobile:
(1) which is owned by the insured named in the declarations of the policy, or by his spouse if a resident of the same household;
(2) while temporarily used as a substitute for an insured automobile as described in subparagraph (1) above, when withdrawn from normal use because of its breakdown, repairs, servicing, loss or destruction; or
(3) while being operated by the named insured, if an individual, or by his spouse if a resident of the same household.

The term "insured automobile" shall not include:
(i) an automobile while used as a public or livery conveyance;
(ii) under subparagraphs (1) and (2) above, any automobile unless it is being used by or with the permission of the named insured, or if the named insured is an individual, by or with the permission of the spouse of such named insured if a resident of the same household or, if the named insured is a person so designated in the schedule of this endorsement, an automobile unless being operated by such named insured or his spouse if a resident of the same household; or
(iii) under subparagraphs (2) and (3) above, an automobile owned by the named insured or by any resident of the same household.

(c) Uninsured Automobile. The term "uninsured automobile" means:
(1) an automobile with respect to the ownership, maintenance or use of which there is no bodily injury liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such automobile; or
(2) a hit-and-run automobile as defined;

but the term "uninsured automobile" shall not include:
(i) an automobile defined herein as "insured automobile";
(ii) an automobile owned by the named insured or by any resident of the same household;
(iii) an automobile which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law;
(iv) an automobile which is owned by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any of the foregoing;
(v) a land motor vehicle or trailer, if operated on rails or crawler-treads or while located for use as a residence or premises and not as a vehicle; or
(vi) a farm type tractor or equipment designed for use principally off public roads, except while actually upon public roads.

(d) Hit-and-Run Automobile. The term "hit-and-run automobile" means an automobile which causes bodily injury to an insured arising out of physical contact of such automobile with the insured or with an automobile which the insured is occupying at the time of the accident, provided: (1) there cannot be ascertained the identity of either the operator or the owner of such "hit-and-run automobile"; (2) the insured or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 30 days thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and (3) at the company's request, the insured or his legal representative makes available for inspection the automobile which the insured was occupying at the time of the accident.

(e) Occupying. The word "occupying" means in or upon or entering into or alighting from.

(f) State. The word "state" includes the District of Columbia, a territory or possession of the United States, and province of Canada.

(See Reverse Side for other Provisions Applying to this Endorsement)

All terms and conditions of the policy to which this endorsement is attached remain unchanged except as herein specifically provided.

This Endorsement No. 2 , forms a part of Policy No. CLP 43819 , and is effective * (MONTH-DAY-YEAR) at the hour designated in said policy, issued to *

by the UNITED PACIFIC INSURANCE COMPANY.

*These spaces need not be completed if this endorsement and the policy bear the same inception date.

ENDORSEMENT PROVIDING BENEFITS ON ACCOUNT OF BODILY INJURY OR DEATH CAUSED BY UNINSURED AUTOMOBILES

SCHEDULE

Designated person, if any, as provided for in Insuring Agreement II (a) below:

Limits of Liability:
The limits of liability for this coverage shall be confined to those limits required under the financial responsibility law of the state in which the named insured resides; provided, however, (1) the lesser limit of liability required by such law shall be the limit applicable to "each person" and (2) the greater limit of liability required by such law shall be the limit applicable to "each accident".

In consideration of the payment of the premium for this endorsement, the company agrees with the named insured, subject to the limits of liability, exclusions, conditions and other terms of this endorsement and to the applicable terms of the policy:

INSURING AGREEMENTS

I. Damages for Bodily Injury Caused by Uninsured Automobiles

To pay all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured automobile because of bodily injury, sickness or disease, including death resulting therefrom, hereinafter called "bodily injury", sustained by the insured, caused by accident and arising out of the ownership, maintenance or use of such uninsured automobile; provided, for the purpose of this endorsement, determination as to whether the insured or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the insured or such representative and the company or, if they fail to agree, by arbitration.

II. Definitions

(a) Insured. The unqualified word "insured" means

(1) the named insured as stated in the policy and any person designated as named insured in the schedule of this endorsement and, while residents of the same household, the spouse of any such named insured and relatives of either.

(2) any other person while occupying an insured automobile; and

(3) any person, with respect to damages he is entitled to recover for care or loss of services because of bodily injury to which this endorsement applies.

The insurance applies separately with respect to each named insured under this endorsement and residents of the same household, but neither this provision nor application of the insurance to more than one insured shall operate to increase the limits of the company's liability.

(b) Insured Automobile. The term "insured automobile" means an automobile:
(1) which is owned by the insured named in the declarations of the policy, or by his spouse if a resident of the same household;
(2) while temporarily used as a substitute for an insured automobile as described in subparagraph (1) above, when withdrawn from normal use because of its breakdown, repairs, servicing, loss or destruction; or
(3) while being operated by the named insured, if an individual, or by his spouse if a resident of the same household.

The term "insured automobile" shall not include:
(i) an automobile while used as a public or livery conveyance;
(ii) under subparagraphs (1) and (2) above, any automobile unless it is being used by or with the permission of the named insured, or if the named insured is an individual, by or with the permission of the spouse of such named insured if a resident of the same household or, if the named insured is a person so designated in the schedule of this endorsement, an automobile unless being operated by such named insured or his spouse if a resident of the same household; or
(iii) under subparagraphs (2) and (3) above, an automobile owned by the named insured or by any resident of the same household.

(c) Uninsured Automobile. The term "uninsured automobile" means:
(1) an automobile with respect to the ownership, maintenance or use of which there is no bodily injury liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such automobile; or
(2) a hit-and-run automobile as defined;

but the term "uninsured automobile" shall not include:
(i) an automobile defined herein as "insured automobile";
(ii) an automobile owned by the named insured or by any resident of the same household;
(iii) an automobile which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law;
(iv) an automobile which is owned by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any of the foregoing;
(v) a land motor vehicle or trailer, if operated on rails or crawler-treads or while located for use as a residence or premises and not as a vehicle; or
(vi) a farm type tractor or equipment designed for use principally off public roads, except while actually upon public roads.

(d) Hit-and-Run Automobile. The term "hit-and-run automobile" means an automobile which causes bodily injury to an insured arising out of physical contact of such automobile with the insured or with an automobile which the insured is occupying at the time of the accident, provided: (1) there cannot be ascertained the identity of either the operator or the owner of such "hit-and-run automobile"; (2) the insured or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 30 days thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and (3) at the company's request, the insured or his legal representative makes available for inspection the automobile which the insured was occupying at the time of the accident.

(e) Occupying. The word "occupying" means in or upon or entering into or alighting from.

(f) State. The word "state" includes the District of Columbia, a territory or possession of the United States, and province of Canada.

(See Reverse Side for other Provisions Applying to this Endorsement)

All terms and conditions of the policy to which this endorsement is attached remain unchanged except as herein specifically provided.

Countersigned by Darwin K. Allison
Authorized Representative

Harold F. Baird
PRESIDENT

III. Policy Period, Territory

This endorsement applies only to accidents which occur on and after the effective date hereof, during the policy period and within the United States of America, its territories or possessions, or Canada.

EXCLUSIONS

This endorsement does not apply:

(a) to bodily injury to an insured while occupying an automobile owned by the named insured and principally garaged in a state which has not authorized the issuance of this insurance;

(b) to bodily injury to an insured, or care or loss of services recoverable by an insured, with respect to which such insured, his legal representative or any person entitled to payment under this endorsement shall, without written consent of the company, make any settlement with or prosecute to judgment any action against any person or organization who may be legally liable therefor;

(c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

CONDITIONS

1. ***Policy Provisions.*** None of the Insuring Agreements, Exclusions or Conditions of the policy shall apply to the insurance afforded by this endorsement except the Conditions "Notice of Loss, Claim or Suit", "Assistance and Cooperation of the Insured", "Changes", "Assignment", "Cancellation" and "Declarations".

2. ***Proof of Claim; Medical Reports.*** As soon as practicable, the insured or other person making claim shall give to the company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. The insured and every other person making claim hereunder shall submit to examinations under oath by any person named by the company and subscribe the same, as often as may reasonably be required. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim.

   The injured person shall submit to physical examinations by physicians selected by the company when and as often as the company may resonably require and he, or in the event of his incapacity his legal representative, or in the event of his death his legal representative or the person or persons entitled to sue therefor, shall upon each request from the company execute authorization to enable the company to obtain medical reports and copies of records.

3. ***Notice of Legal Action.*** If, before the company makes payment of loss hereunder, the insured or his legal representative shall institute any legal action for bodily injury against any person or organization legally responsible for the use of an automobile involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the company by the insured or his legal representative.

4. ***Limits of Liability.*** (a) The limit of liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages, including damages for care or loss of services, because of bodily injury sustained by one person as the result of any one accident and, subject to the above provision respecting each person, the limit of liability stated in the schedule as applicable to "each accident" is the total limit of the company's liability for all damages, including damages for care or loss of services, because of bodily injury sustained by two or more persons as the result of any one accident.
   (b) If claim is made under this endorsement and claim is also made against any person who is an insured under the Bodily Injury Liability coverage of the policy because of bodily injury sustained in an accident by a person who is an insured under this endorsement:
   (1) any payment made under this endorsement to or for any such person shall be applied in reduction of any amount which he may be entitled to recover from any person who is an insured under the Bodily Injury Liability coverage; and
   (2) any payment made under the Bodily Injury Liability coverage to or for any such person shall be applied in reduction of any amount which he may be entitled to recover under this endorsement.
   (c) Any loss payable under the terms of this endorsement to or for any person shall be reduced by the amount paid and the present value of all amounts payable to him under any workmen's compensation law, exclusive of non-occupational disability benefits.

5. ***Other Insurance.*** With respect to bodily injury to an insured while occupying an automobile not owned by a named insured under this endorsement, the insurance hereunder shall apply only as excess insurance over any other similar insurance available to such occupant, and this insurance shall then apply only in the amount by which the applicable limit of liability of this endorsement exceeds the sum of the applicable limits of liability of all such other insurance.

   With respect to bodily injury to an insured while occupying or through being struck by an uninsured automobile, if such insured is a named insured under other similar insurance available to him, then the damages shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance, and the company shall not be liable under this endorsement for a greater proportion of the applicable limit of liability of this endorsement than such limit bears to the sum of the applicable limits of liability of this insurance and such other insurance.

   Subject to the foregoing paragraphs, if the insured has other similar insurance available to him against a loss covered by this endorsement, the company shall not be liable under this endorsement for a greater proportion of such loss than the applicable limit of liability hereunder bears to the total applicable limits of liability of all valid and collectible insurance against such loss.

6. ***Arbitration.*** If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an uninsured automobile because of bodily injury to the insured, or do not agree as to the amount of payment which may be owing under this endorsement, then, upon written demand of either, the matter or matters upon which such person and the company do not agree may be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this endorsement.

   If the company and the insured fail to agree and the insured elects not to arbitrate, the liability of the company shall be determined only in an action against the company and no judgment against any person or organization alleged to be legally responsible for the bodily injury shall be admitted as evidence or be conclusive in any such action of the issues of liability of such person or organization or of the amount of damages to which the insured is legally entitled unless such judgment is entered pursuant to an action prosecuted by the insured with the written consent of the company.

7. ***Trust Agreement.*** In the event of payment to any person under this endorsement:
   (a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made;
   (b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this endorsement;
   (c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
   (d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith;
   (e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

8. ***Payment of Loss by the Company.*** Any amount due hereunder is payable (a) to the insured, or (b) if the insured be a minor to his parent or guardian, or (c) if the insured be deceased to his surviving spouse, otherwise (d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents; provided, the company may at its option pay any amount due hereunder in accordance with division (d) hereof.

9. ***Action Against Company.*** No action shall lie against the company unless, as a condition precedent thereto, the insured or his legal representative has fully complied with all the terms of this endorsement.

   After notice of claim under this coverage, the company may require the insured to take such action as may be necessary or appropriate to preserve his right to recover damages from any person or organization alleged to be legally responsible for the bodily injury; and in any action against the company, the company may require the insured to join such person or organization as a party defendant.

UNITED PACIFIC INSURANCE COMPANY (A Stock Insurance Company, herein called the company) DOES HEREBY AGREE with the insured, named in the Declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

INSURING AGREEMENTS

I. COVERAGES.

COVERAGE A—Bodily Injury Liability. To pay on behalf of the insured all sums which the insured shall become obligated to pay by reason of the liability for damages (a) imposed upon him by law or (b) assumed by him under any contract or agreement wholly in writing, because of bodily injury, sickness or disease, including death resulting therefrom, hereinafter called "bodily injury", sustained by any person and arising out of the hazards hereinafter defined.

COVERAGE B—Property Damage Liability. To pay on behalf of the insured all sums which the insured shall become obligated to pay by reason of the liability for damages (a) imposed upon him by law or (b) assumed by him under any contract or agreement wholly in writing, because of injury to or destruction of property, including loss of use thereof, hereinafter called "property damage" arising out of the hazards hereinafter defined; provided that property damage arising out of the Business hazard is caused by accident.

Definition of Hazards - Coverages A and B

Division 1—Automobile. The ownership, maintenance or use of any automobile, including the loading and unloading thereof.

Division 2—Personal. (a) The ownership, maintenance or use of or any activity in connection with residence premises including the employment of residence employees, (b) any activity away from such residence premises if not in connection with or within the business or occupational pursuits of the insured; provided the word "activity" shall include any activity in connection with or within such business or occupational pursuits which is ordinarily incident to non-business pursuits, and (c) the ownership, maintenance or use of any personal property in connection with parts (a) and (b) of this division.

Division 3—Business. The ownership, maintenance, or use of business premises including that portion of the ways immediately adjoining and all exposures of the insured other than those in divisions 1 and 2 above, provided, however, if coverage is not afforded under division 1 above this term shall include the ownership, maintenance or use of automobiles (a) while in or upon business premises owned, rented or controlled by the insured, including that portion of the ways immediately adjoining and (b) by an independent contractor, or by an employee of an independent contractor, while engaged in operations for the insured.

COVERAGE C—Medical Payments. To pay all reasonable expenses, incurred within one year from date of accident, for necessary medical, dental, surgical, X-ray, ambulance, hospital, professional nursing and funeral services, pharmaceuticals, eyeglasses and prosthetic devices to or for each person designated below who sustains bodily injury, sickness or disease, including death resulting therefrom, hereinafter called "bodily injury", caused by accident and arising out of the hazards hereinafter defined.

Definition of Hazards - Coverage C

Division 1—Automobile. (a) If the named insured is an individual, the named insured and each relative resident in the same household while occupying or through being struck by an automobile.

(b) Each other person while occupying (1) any owned automobile of the type designated in Declaration 4 while being used by the named insured or with his permission or while being used by any resident of the named insured's household; (2) if the named insured is an individual who owns a private passenger automobile covered herein, a hired or non-owned automobile, provided the bodily injury results from (i) its operation or occupancy by the named insured or his operation on his behalf by his private chauffeur or residence employee or (ii) its operation or occupancy by a relative resident in the named insured's household provided it is a private passenger automobile or trailer not regularly furnished for the use of such relative or owned by a member of the named insured's household.

Division 2—Personal. The ownership, maintenance or use of any residence premises if bodily injury is sustained by any person thereon with the permission of an insured, or elsewhere if such injury (a) arises out of such residence premises or a condition in that portion of the ways immediately adjoining, (b) is caused by the activities of an insured if not in connection with or within the business or occupational pursuits of the insured; provided the word "activity" shall include any activity in connection with or within such business or occupational pursuits which is ordinarily incident to non-business pursuits, (c) is caused by the activities of or is sustained by a residence employee while engaged in the employment of an insured, or (d) is caused by an animal owned by or in the care of an insured.

Division 3—Business. The ownership, maintenance or use of business premises owned, rented or controlled by the named insured and that portion of the ways immediately adjoining, or land, or operations of the named insured.

II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS. With respect to such insurance as is afforded by this policy for bodily injury liability and for property damage liability, the company shall:

(a) defend any suit alleging such bodily injury or property damage and seeking damages which are payable under the terms of this policy, even if any of the allegations of the suit are groundless, false or fraudulent; but the company may make such investigation and settlement of any claim or suit as it deems expedient;

(b) pay, in addition to the applicable limits of liability: (1) all expenses incurred by the company, all costs taxed against the insured in any such suit and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon; (2) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of an automobile insured hereunder, not to exceed $200 per bail bond, but without any obligation to apply for or furnish any such bonds; (3) expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of an accident and not due to war; (4) all reasonable expenses, other than loss of earnings, incurred by the insured at the company's request; (5) if the named insured is an individual who owns a private passenger automobile covered herein, for actual loss of earnings incurred by the insured while attending hearings or trials at the request of the company in connection with any occurrence for which insurance is provided hereunder with respect to such automobile, subject to a maximum of $25 per day for any such occurrence; (6) in an amount not in excess of $50, for reasonable legal expenses, other than a fine or forfeiture of bail, incurred by the insured in the event of his arrest as the result of an accident arising out of the use of an automobile insured hereunder.

III. DEFINITION OF INSURED. Wherever the term "named insured" is used in this policy, it shall include the spouse if a member of the same household.

(a) **Automobile.** With respect to the insurance under coverages A and B, the unqualified word "insured" includes (1) the named insured, (2) any person while using an owned automobile or a hired automobile and any person or organization legally responsible for the use thereof, provided the actual use of the automobile is by the named insured or with his permission, (3) if the named insured is an individual, any resident of the named insured's household while using an owned automobile or any relative who is a resident of the named insured's household with respect to a hired or non-owned private passenger automobile not regularly furnished for the use of such relative nor owned by a member of the named insured's household and any person or organization legally responsible for the use thereof by such resident or relative, (4) any executive officer or partner of the named insured with respect to the use of a

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non-owned automobile in the business of the named insured, (5) any employer of the named insured for the operation of any private passenger automobile by such named insured in the business of such employer, and (6) any private chauffeur or residence employee operating a non-owned automobile on behalf of the named insured: except that the insurance extended by parts (2) through (6) with respect to any person or organization other than the named insured does not apply (i) to any occurrence arising out of the operation of an automobile business, but this provision does not apply to a resident of the same household as the named insured, to a partnership in which such resident or the named insured is a partner, or to any partner, agent or employee of such resident or partnership, (ii) to any employee with respect to bodily injury of another employee of the same employer arising out of the maintenance or use of an automobile in the business of such employer, (iii) with respect to any person or organization legally responsible for the use of an automobile by an insured, to any automobile owned or hired by such person or organization, (iv) with respect to any hired automobile, to the owner, or a lessee thereof, or to any agent or employee of such owner or lessee, (v) with respect to any non-owned automobile to any employer, executive officer, partner, private chauffeur or residence employee if such automobile is owned by him or a member of his household, (vi) with respect to the loading and unloading of automobiles, (a) to bodily injury sustained by (1) any named insured, (2) any employee of the named insured, or (3) any other person, if such injury is caused by other than the named insured or an employee of the named insured; (b) to property damage (1) to property owned or used by or in the care, custody or control of the named insured, or (2) to property as to which the named insured for any purpose is exercising physical control.

(b) **Personal.** The unqualified word "insured" includes (1) the named insured, if an individual, (2) if residents of his household, his relatives and any other person under the age of twenty-one in the care of an insured, (3) with respect to animals and watercraft owned by an insured, any person or organization legally responsible therefor, except a person using or having custody or possession of any such animal or watercraft without the permission of the owner, and (4) with respect to farm tractors and trailers and self-propelled or motor or animal drawn farm implements, any employee of an insured, while engaged in the employment of the insured.

(c) **Business.** With respect to the insurance under coverages A and B, the unqualified word "insured" includes the named insured, any executive officer, director or stockholder while acting within the scope of his duties as such, and any organization or proprietor with respect to real estate management for the named insured, provided if the corporation leases or rents business premises from an executive officer, director or stockholder who owns or financially controls the corporation, his interest as landlord is covered but only with respect to that part of the business premises occupied by the corporation. If the named insured is a partnership the unqualified word "insured" also includes any partner therein but only with respect to his liability as such. If the named insured is an individual, the unqualified word "insured" shall include any resident of the same household under the age of nineteen in the care of the named insured. With respect to such insurance as is afforded for automobiles under coverages A and B, the definition of insured under (a) above shall apply.

IV. VOLUNTARY PROPERTY DAMAGE. The company with respect to such insurance as is afforded for the Personal hazard, will pay, subject to a limit of liability of $300 for each occurrence, all reasonable sums for the replacement or repair of property of others because of damage to, or destruction of such property caused directly by (a) the named insured, and (b) if residents of the named insured's household, his relatives, and any other person under the age of twenty-one in the care of an insured.

This agreement does not apply (a) to loss arising out of a business, trade, profession or occupation of an insured; (b) to the rendering of any professional service or the omission thereof; (c) to loss of property owned, leased or rented to an insured or any other person whose principal residence is within the household of the named insured; (d) to loss arising out of the ownership, maintenance, operation, use, loading or unloading of any land motor vehicle, trailer or semitrailer, farm machinery or equipment, aircraft or watercraft; (e) to loss caused intentionally by an insured over the age of twelve years; (f) to any occurrence in connection with residence premises, other than as defined; which are owned, leased, rented or controlled by an insured; and (g) to loss of use, disappearance or abstraction of property.

V. POLICY PERIOD, TERRITORY. This policy applies only to accidents or occurrences which take place during the policy period and (a) with respect to the Automobile hazard, within North America or any territory or possession of the United States wherever located, or between ports thereof and (b) with respect to the Business hazard, within North America or any territory or possession of the United States wherever located.

EXCLUSIONS

This policy does not apply with respect to the Automobile and Business hazards:

under coverage A or B —

(a) (1) to bodily injury of any employee of the insured arising out of and in the course of his employment by the insured, but this part of this exclusion shall not apply to (i) a residence employee for whom benefits are neither payable nor required to be provided under any workmen's compensation law or (ii) liability assumed by the insured under a contract or agreement with a party other than an employee or an association of employees; or (2) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law or under any similar law;

(b) (1) to bodily injury or property damage caused intentionally by or at the direction of the insured, or, (2) to bodily injury or property damage due to war, with respect to liability assumed by the insured under any contract or agreement;

(c) to injury, sickness, disease, death, or destruction (1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or (2) resulting from the hazardous properties of nuclear material and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the insured is, or had such policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; (3) resulting from the hazardous properties of nuclear material, if (i) the nuclear material is at any nuclear facility owned by, or operated by or on behalf of, an insured, or has been discharged or dispersed therefrom; (ii) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or (iii) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this part (iii) applies only to injury to or destruction of property at such nuclear facility;

(d) with respect to the Automobile hazard only, to property damage to (1) any automobile rented to or in charge of the insured, or (2) any property while being transported by the insured or while under his control or direction relative to its transportation, or (3) any property owned by the insured, or (4) any property rented to or in charge of the insured unless caused by a private passenger automobile covered by this policy;

(e) with respect to the Business hazard only, to the ownership, maintenance, operation, use, loading or unloading of (1) watercraft, if the accident or occurrence takes place away from premises owned by, rented to or controlled by the named insured, or (2) aircraft; provided, however, this exclusion shall not apply to (i) operations performed by independent contractors, or, (ii) liability assumed by the insured under any lease of premises, easement agreement, agreement required by municipal ordinance, sidetrack agreement, or elevator or escalator maintenance agreement;

(f) with respect to the Business hazard only, to property damage (1) to property owned or occupied by or rented to the insured, or (2) to property used by the insured, or (3) to property in the care, custody, or control of the insured, or property as to which the insured for any purpose is exercising physical control: (i) except when arising out of the use of elevators, and (ii) except for liability assumed under sidetrack agreements, or (4) to any goods, products or containers thereof manufactured, sold, handled or distributed or premises alienated by the named insured, or work completed by or for the named insured, out of which the accident arises, (5) caused by any material discharged or released from aircraft in the course of dusting, spraying or seeding;

under coverage C —

(g) to bodily injury due to war;

(h) or, under part (b) (3) of Insuring Agreement II, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;

(i) with respect to the Automobile hazard only, to bodily injury of any employee of (1) the automobile business if the accident arises out of the operation thereof and if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law, or (2) the named insured arising out of and in the course of (i) residence employment by the named insured, if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law or (ii) other employment by the named insured; provided that if the named insured

agreement required by municipal ordinance, sidetrack agreement, or [illegible]

(f) with respect to the Business hazard only, to property damage (1) to property owned or occupied by or rented to the insured, or (2) to property used by the insured, or (3) to property in the care, custody, or control of the insured, or property as to which the insured for any purpose is exercising physical control; (i) except when arising out of the use of elevators, and (ii) except for liability assumed under sidetrack agreements, or (4) to any goods, products or containers thereof manufactured, sold, handled or distributed or premises alienated by the named insured, or work completed by or for the named insured, out of which the accident arises, (5) caused by any material discharged or released from aircraft in the course of dusting, spraying or seeding;

under coverage C —

(g) to bodily injury due to war;

(h) or under part (b) (3) of Insuring Agreement II, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;

(i) with respect to the Automobile hazard only to bodily injury of any employee of (1) the automobile business if the accident arises out of the operation thereof and if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law, or (2) the named insured arising out of and in the course of (i) residence employment by the named insured, if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law or (ii) other employment by the named insured; provided that if the named insured is an individual, part (2) of this exclusion does not apply to such insurance as is afforded with respect to a private passenger automobile;

(j) with respect to the Automobile hazard only, (1) to bodily injury of any person, other than the named insured or a relative residing in the same household, resulting from use of a hired or non-owned automobile (i) in the automobile business or (ii) in any other business or occupation, except operation or occupancy of a private passenger automobile by the named insured or by his private chauffeur or residence employee or (2) to bodily injury of a relative resident in the named insured's household sustained while occupying an automobile owned by any such relative;

(k) with respect to the Business hazard only, to bodily injury of (1) the named insured, any partner therein, any tenant or other person regularly residing on business premises owned by or rented to the named insured, or any employee of such insured, tenant or other person arising out of and in the course of his employment therewith, or (2) any other tenant of such premises, or any employee of such other tenant arising out of and in the course of his employment therewith, on that part of such premises rented to such other tenant, or (3) any person arising out of and in the course of his employment if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law, or (4) any person while engaged in maintenance, alteration, demolition or new construction operations for the named insured or for any lessee of the named insured or any lessor of business premises rented to the named insured, or (5) any person practicing, instructing or participating in any physical training, sport, athletic activity or contest; or to any expense for services by the named insured, any employee thereof, or any person or organization under contract to the named insured to provide such services;

(l) with respect to the Business hazard only, to loss arising out of (1) Products-Completed Operations as defined, (2) operations performed by independent contractors or omissions or supervisory acts of the insured in connection therewith, (3) aircraft, (4) automobiles away from business premises or the ways immediately adjoining, or (5) watercraft away from business premises;

This policy does not apply with respect to the Personal hazard:

under coverage A, B or C —

(m) to the ownership, maintenance, operation, use, loading or unloading of (1) automobiles or midget automobiles while away from the residence premises or the ways immediately adjoining except under coverages A and B with respect to operations by independent contractors for non-business purposes of an insured not involving automobiles owned or hired by the insured, (2) watercraft owned by or rented to an insured, while away from the premises, if with inboard motor power exceeding fifty horsepower, or if a sailing vessel with or without auxiliary power and twenty-six feet or more in over-all length, or (3) aircraft; but with respect to bodily injury sustained by a residence employee arising out of and in the course of his employment by the insured, this exclusion applies only while such employee is engaged in the operation or maintenance of aircraft;

(n) to bodily injury to any person (1) if the insured has in effect on the date of the occurrence a policy providing workmen's compensation or occupational disease benefits therefor, or (2) if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation or occupational disease law, but this subdivision (2) does not apply with respect to coverage A unless such benefits are payable or required to be provided by the insured;

(o) to bodily injury or property damage (1) caused intentionally by or at the direction of the insured; (2) caused by the rendering of any professional service or the omission thereof; or (3) due to war with respect to (i) liability assumed by the insured under any contract or agreement or (ii) coverage C;

(p) under coverage A, to sickness or disease of any employee unless prior to thirty-six months after the end of the policy period written claim is made or suit is brought against the insured for damages because of such sickness or disease or death resulting therefrom;

(q) under coverages A and B, to injury, sickness, disease, death or destruction with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability;

(r) under coverage B, to property damage of property used by, rented to or in the care, custody or control of the insured or property as to which the insured for any purpose is exercising physical control;

(s) under coverage C, to bodily injury of (1) any insured within the meaning of parts (1) and (2) of the Personal definition of Insured; or (2) any person, other than a residence employee, if such person is regularly residing on the residence premises, or is on the residence premises because of a business conducted thereon, or is injured by an accident arising out of such business.

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CONDITIONS

1. Premium. Premium bases and rates for hazards to which this policy applies are those applicable in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. Rates for the Automobile hazard, division 1 under coverages A, B and C, are subject to change for succeeding annual periods in accordance with the company's rules and rating plans. The premium charged at inception is a deposit premium and insurance is afforded hereunder only on the provision that upon termination of this policy or at the end of each annual period of this policy the earned premium shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. If the earned premium thus computed exceeds the deposit premium paid, the insured shall immediately pay the excess to the company; if less the company shall return the unearned portion to the insured.

The named insured shall maintain for each hazard records of the information necessary for premium computation. Detail of premium make-up not appearing in this policy shall be available at all times to the insured upon his request to his agent or the company.

2. Inspection and Audit. The company shall be permitted to inspect the insured premises, operations, machinery, appliances, automobiles and other equipment at any reasonable time within the policy period and to examine and audit the insured's books and records pertaining to this insurance at any reasonable time within the policy period or within one year after final termination of this policy.

3. Definitions. (a) Automobile. Except where stated to the contrary, the word "automobile" means a land motor vehicle or trailer or semitrailer as follows:

(1) Owned Automobile—an automobile owned by the named insured;

(2) Hired Automobile—an automobile used under contract in behalf of, or loaned to, the named insured provided such automobile is not owned by or registered in the name of (i) the named insured or (ii) an executive officer or partner thereof or (iii) an employee or agent of the named insured who is granted an operating allowance of any sort for the use of such automobile;

(3) Non-Owned Automobile—any other automobile.

The following described equipment shall be deemed an automobile only while towed by or carried on an automobile not so described: (a) if of the crawler-type, any tractor, power crane or shovel, ditch or trench digger; (b) any farm-type tractor; (c) any concrete mixer other than of the mix-in-transit type; (d) any grader, scraper, roller or farm implement; and, (e) if not subject to motor vehicle registration and if designed for use principally off public roads, any other equipment not specified below.

The following described equipment shall be deemed an automobile (1) while towed by or carried on an automobile as above defined solely for purposes of transportation, but not otherwise, or (2) while being operated solely for locomotion, but not otherwise: if of the non-crawler type, any power crane or shovel, ditch or trench digger; and any air-compressing, building or vacuum cleaning, spraying or welding equipment or well drilling machinery.

The term "owned automobile" shall also include an automobile not owned by the named insured but temporarily used as the substitute for the owned automobile while withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction.

With respect to division I of coverage C, the word "automobile" shall not include any vehicle located for use as a residence premises or business premises.

(b) Private Passenger Automobile. The term "private passenger automobile" means (1) a four-wheel private passenger, station wagon or jeep type automobile, (2) if not customarily used for wholesale or retail delivery purposes other than in connection with farming, an automobile with a load capacity of fifteen hundred pounds or less of the pick-up body, sedan delivery or panel truck type, and (3) a trailer designed for use with a private passenger automobile, if not being used for business or commercial purposes with other than a private passenger automobile, or a farm wagon or farm implement while used with a private passenger automobile in connection with farming.

(c) Midget Automobile. The term "midget automobile", means a land motor vehicle of the type commonly referred to as a "midget automobile", "kart", "go-kart", "speed-mobile" or by a comparable name, whether commercially built or otherwise.

(d) Residence Premises. The term "residence premises" means (1) all premises where the named insured maintains a residence and includes private approaches thereto and other premises and private approaches thereto for use in connection with said residence, except farms, property on which a business is conducted, and property rented in whole or in part to others or held for such rental by the insured other than (i) the insured's residence if rented occasionally or if a two family dwelling usually occupied in part by the insured, or (ii) garages or stables, if not more than three car spaces or stalls are so rented or held, or (iii) under coverages A and B, residences designed for occupancy by no more than two families owned by the named insured if an individual and rented or held for rental to others, (2) individual or family cemetery plots or burial vaults, (3) premises in which an insured is temporarily residing, if not owned by an insured, and rented or held for rental to others, and (4) vacant land, other than farm land, owned by or rented to an insured. Land shall not be deemed vacant following the commencement of any construction operations unless such operations are being performed solely by independent contractors in connection with the construction of a one or two famliy dwelling for the insured.

(e) Business Premises. The term "business premises" means any premises other than a residence premises.

(f) Residence Employee. The term "residence employee" means an employee of either the named insured, if an individual or a member of his household whose duties are in connection with (1) the ownership, maintenance or use of the residence premises, including the maintenance or use of automobiles or teams, or who performs elsewhere duties of a similar nature not in connection with an insured's business, and (2) the personal practice, participation or instruction in any personal sports activities by an insured.

(g) Elevator. The word "elevator" means any hoisting or lowering device to connect floors or landings at any building owned, rented or controlled by the named insured, unless the named insured owns, rents or controls only a part of the building and does not operate, maintain or control the elevator, whether or not such device is in service, and all appliances thereof, including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery. "Elevator" does not include a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property, or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet.

(h) Products - Completed Operations. The term "products - completed operations" means (1) goods or products, including a warranty of goods or products, manufactured, sold, handled or distributed by the named insured or by others trading under his name, if the accident or occurrence takes place after possession of such goods or products has been relinquished to others by the named insured or by others trading under his name and (i) away from business premises owned, rented or controlled by the named insured, or (ii) on business premises designed principally for the consumption thereon of food, other comestibles, inhalants or drink; provided, such goods or products shall be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property, other than such container, rented to or located for use of others but not sold; and (2) operations, if the accident or occurrence takes place after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the named insured; provided, operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement, provided further, the following shall not be deemed to be "operations" within the meaning of this paragraph: (i) pick-up or delivery, except from or onto a railroad car, (ii) the maintenance of vehicles owned or used by or on behalf of the insured and (iii) the existence of tools, uninstalled equipment and abandoned or unused materials.

(i) War. The word "war" means war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to any of the foregoing.

(j) Occupying. The word "occupying" when used under division I of coverage C means in or upon or entering into or alighting from.

(k) Automobile Business. The term "automobile business" means the business or occupation of selling, repairing, servicing, storing or parking of automobiles.

(l) Exclusions (c) and (h). As used in these exclusions:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabriceting or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

4. Limits of Liability - Coverage A. The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury sustained by one person as the result of any one occurrence; the limit of such liability stated in the declarations as applicable to "each occurrence" is, subject to the above provision respecting each person, the total limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury sustained by two or more persons as the result of any one occurrence. Subject to the limit of liability with respect to "each occurrence", the limit of liability stated in the declarations as "aggregate Products - Completed Operations" is the total limit of the company's liability for all damages arising out of bodily injury caused by Products - Completed Operations as defined.

Coverage B. The limit of property damage liability stated in the declarations as applicable to "each accident" or "each occurrence" is the total limit of the company's liability for all damages arising out of property damage of all property of one or more persons or organizations as the result of any one accident or occurrence. Damages arising out of the continuation or repetition of substantially the same condition, or the same proximate cause,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

4. Limits of Liability - Coverage A. The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury sustained by one person as the result of any one occurrence; the limit of such liability stated in the declarations as applicable to "each occurrence" is, subject to the above provision respecting each person, the total limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury sustained by two or more persons as the result of any one occurrence. Subject to the limit of liability with respect to "each occurrence", the limit of liability stated in the declarations as "aggregate Products - Completed Operations" is the total limit of the company's liability for all damages arising out of bodily injury caused by Products - Completed Operations as defined.

Coverage B. The limit of property damage liability stated in the declarations as applicable to "each accident" or "each occurrence" is the total limit of the company's liability for all damages arising out of property damage of all property of one or more persons or organizations as the result of any one accident or occurrence. Damages arising out of the continuation or repetition of substantially the same condition, or the same proximate cause, shall be considered as arising out of one occurrence. Subject to the limit of liability with respect to "each accident", the limit of property damage liability stated in the declarations as "aggregate" is the total limit of the company's liability for all damages arising out of property damage (1) caused by the ownership, maintenance or use of premises or operations rated on a remuneration premium basis or by contractors' equipment on a receipts premium basis, (2) caused by operations performed for the insured by independent contractors or omissions or supervisory acts of the insured in connection therewith, except maintenance or ordinary alterations or repairs on premises owned or rented by the named insured, (3) caused by Products - Completed Operations as defined, or (4) with respect to liability assumed by the insured under any contract or agreement covered by this policy.

Coverages A and B. The terms of this policy shall apply separately to (a) each automobile insured hereunder, but a motor vehicle and a trailer or semitrailer or trailers attached thereto shall be held to be one automobile as respects limits of liability, (b) each elevator and each premises insured hereunder, each project with respect to operations performed away from premises owned or rented by the named insured, and (c) each annual period with respect to aggregate limits. All damages arising out of one lot of part (1) of Products - Completed Operations as defined shall be considered as arising out of one accident or occurrence.

The liability of the named insured within these limits shall be fully discharged before any remaining insurance hereunder becomes applicable to claims against any other insured.

The limits of liability provided by coverages A and B shall be applied for the benefit of those entitled to protection hereunder in the following order: (a) the named insured, (b) the named additional insureds, if any, (c) partners, executive officers, directors and stockholders, (d) others entitled to benefits hereunder.

Coverage C. The limit of liability for medical payments stated in the declarations as applicable to "each person" is the limit of the company's liability for all expenses incurred by or on behalf of each person who sustains bodily injury as the result of any one accident; the limit of such liability stated in the declarations as applicable to "each accident" under divisions 2 and 3 is, subject to the above provision respecting each person, the total limit of the company's liability for all expenses incurred by or on behalf of two or more persons who sustain bodily injury as the result of any one accident. The inclusion of more than one automobile under the policy shall not operate to increase the limit of the company's liability under division 1 of the definition of hazards.

Voluntary Property Damage. The limit of the company's liability for loss under Insuring Agreement IV shall not exceed (a) what it would then cost to repair or replace the property with other of like kind or quality, nor (b) the stated applicable limit of liability. The company may pay for the loss in money or may repair or replace the property and may settle any claim for loss of property either with the insured or the owner thereof. Any property so paid for or replaced shall, at the option of the company become the property of the company.

5. Cross Liability. The inclusion of more than one corporation, person, organization, firm or entity as insured under this policy shall not in any way affect the rights of any such corporation, person, organization, firm or entity either as respects any claim, demand, suit or judgment made or brought by or in favor of any other insured, or by or in favor of any employee of such other insured. This policy shall protect each corporation, person, organization, firm or entity in the same manner as though a separate policy had been issued to each; but nothing herein shall operate to increase the company's liability as set forth elsewhere in this policy beyond the amount or amounts for which the company would have been liable if only one person or interest had been named as insured.

6. Financial Responsibility Laws - Coverages A and B. When this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state or province, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law which shall be applicable with respect to any such liability arising out of the ownership, maintenance or use of the automobile during the policy period, to the extent of the coverage and limits of liability required by such law, but in no event in excess of the limits of liability stated in this policy.

7. Notice of Accident or Occurrence. In the event of an accident or occurrence, written notice shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the accident or occurrence, the names and addresses of the injured and of available witnesses.

8. Notice of Claim or Suit - Coverages A and B. If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

9. Assistance and Cooperation of the Insured - Coverages A and B. The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits, and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of bodily injury or property damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of the accident.

10. Medical Reports; Proof and Payment of Claim - Coverage C. As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute admission of liability of any person or, except hereunder, of the company.

11. Proof and Payment of Loss - Voluntary Property Damage. The insured shall file proof of loss with the company within sixty days after the occurrence of loss, under oath if required, setting forth the interest of all persons in the property affected, the actual cash value thereof at time of loss, and the amount, place, time and cause of such loss. Upon the company's request, the insured and any interested person shall exhibit the damaged property to the company and produce for the company's examination all pertinent records and sales invoices, all at such reasonable times and places as the company shall designate, and shall cooperate with the company in all matters pertaining to loss or claims with respect thereto. Payment hereunder shall not constitute an admission of liability of the insured or, except hereunder, of the company.

12. Action Against Company - Coverages A and B. No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company. Said judgment shall not be deemed final, if an appeal be prosecuted therefrom, until the suit shall have been finally determined on appeal. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

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13. Action Against Company - Coverage C and Voluntary Property Damage. No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor, with respect to Voluntary Property Damage only, until thirty days after the required proofs of claim have been filed with the company.

14. Other Insurance - Coverages A and B. If the insured has other insurance against a loss covered by this policy, the company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability stated in the declarations bears to the total applicable limit of liability of all valid and collectible insurance against such loss; provided, however, that the insurance shall (a) not apply, under division 2, to the extent that any valid and collectible insurance, whether on a primary, excess or contingent basis, is available to the insured with respect to loss arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any automobile at the premises or the ways immediately adjoining, or (2) watercraft, and (b) be excess insurance (1) over any other valid and collectible insurance with respect to temporary substitute, hired or non-owned automobiles, or (2) over any other insurance, whether collectible or not, with respect to existing insurance upon the basis of which the premium for the insurance under this policy is modified, but in such event the insurance under this policy shall apply only in the amount by which the applicable limit of liability stated in the declarations exceeds the applicable limit of liability of such other insurance. With respect to an automobile, ownership of which is acquired by the named insured during the policy period, the insurance shall not apply, except as is provided under (b) part (2) above, against a loss for which the insured has other valid and collectible insurance.

Coverage C. Under division 1, if there is other automobile medical payments insurance against a loss covered by coverage C of this policy the company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability stated in the declarations bears to the total applicable limit of liability of all valid and collectible automobile medical payments insurance; provided, however, the insurance (a) with respect to temporary substitute, hired or non-owned automobiles shall be excess insurance over any other valid and collectible automobile medical payments insurance, and, (b) with respect to an automobile, ownership of which is acquired by the named insured during the policy period, the insurance shall not apply, except as is provided below, against a loss for which the insured has other valid and collectible automobile medical payments insurance.

If the insured or spouse has other insurance upon the basis of which the premium for this insurance is modified this insurance shall apply only in the amount for which the applicable limit of liability stated in the declarations exceeds the applicable limit of liability of such other insurance whether collectible or not.

15. Subrogation - Coverages A and B. In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

16. Assignment. Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, this policy shall cover (a) the named insured's legal representative as named insured, and (b) under coverages A and B, subject otherwise to the provisions of Insuring Agreement III, any person having proper temporary custody of an owned or hired automobile, as an insured, and under division 1(a) of coverage C while an owned or hired automobile is used by such person, until the appointment and qualification of such legal representative; provided that notice of cancellation addressed to the insured named in the declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

17. Changes. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy signed by a duly authorized representative of the company.

18. Cancellation. This policy may be canceled by the named insured by surrender thereof to the company or any of its authorized agents, in which event the time of surrender shall become the end of the policy period, or it may be canceled in whole or in part by the named insured by mailing to the company or any of its authorized agents written notice stating when thereafter such cancellation shall be effective. This policy may be canceled in whole or in part by the company by mailing to the named insured at the address shown in this policy written notice stating when not less than ten (10) days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

19. Terms of Policy Conformed to Statute. Terms of this policy which are in conflict with the statutes of the state wherein this policy is issued are hereby amended to conform to such statutes.

20. Declarations. By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations, and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

IN WITNESS WHEREOF, THE UNITED PACIFIC INSURANCE COMPANY has caused this policy to be signed by its President and Secretary, but the same shall not be binding unless it has been countersigned on the declarations page by a duly authorized agent of the company.

UNITED PACIFIC INSURANCE COMPANY

Secretary

President

AUTOMOBILE PHYSICAL DAMAGE SUPPLEMENT

THE UNITED PACIFIC INSURANCE COMPANY (herein called the company) does hereby agree with the insured, named in the policy declarations, in consideration of the payment of the premium and subject to the limits of liability as set forth in **AUTOMOBILE SCHEDULE - Form CLP-38** made a part hereof, and subject further to the exclusions, conditions and other terms of this supplement:

INSURING AGREEMENTS

AUTOMOBILE PHYSICAL DAMAGE SUPPLEMENT

THE UNITED PACIFIC INSURANCE COMPANY (herein called the company) does hereby agree with the insured, named in the policy declarations, in consideration of the payment of the premium and subject to the limits of liability as set forth in **AUTOMOBILE SCHEDULE - Form CLP-38** made a part hereof, and subject further to the exclusions, conditions and other terms of this supplement:

INSURING AGREEMENTS

I. COVERAGES.

COVERAGE D - Fire, Transportation and Theft. To pay for direct and accidental loss of or damage to the automobile, hereinafter called loss, caused (a) by fire or lightning, (b) by smoke or smudge due to a sudden, unusual and faulty operation of any fixed heating equipment serving the premises in which the automobile is located, (c) by the stranding, sinking, burning, collision or derailment of any conveyance in or upon which the automobile is being transported, or (d) by theft, larceny, robbery or pilferage.

COVERAGE E - Comprehensive. To pay for direct and accidental loss of or damage to the automobile, hereinafter called loss, except loss caused by collision of the automobile with another object or by upset of the automobile or by collision of the automobile with a vehicle to which it is attached. For the purpose of this coverage, breakage of glass and loss caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion shall not be deemed to be loss caused by collision.

COVERAGE F - Collision. To pay for direct and accidental loss of or damage to the automobile, hereinafter called loss, caused by collision of the automobile with another object or by upset of the automobile, but only for the amount of each such loss in excess of the deductible amount, if any, stated in the schedule as applicable hereto; but the deductible amount shall not be deducted with respect to a collision involving an owned automobile of the private passenger type and another automobile insured in the company.

General Average and Salvage Charges. To pay, with respect to such transportation insurance as is afforded by this supplement any general average or salvage charges for which the named insured becomes legally liable.

Loss of Use by Theft - Rental Reimbursement. The company, with respect to such theft insurance as is afforded by this supplement, shall, following a theft of the entire automobile, reimburse the named insured for transportation expenses incurred after such a theft has been reported to the company and the police, and terminating when the automobile is returned to use or the company pays for the loss; provided that the company shall not be obligated to pay aggregate expense in excess of $10 per day or totaling more than $300. Such reimbursement is payable by the company in addition to the applicable limit of liability of this supplement.

Such reimbursement shall be made only if the stolen automobile was a private passenger automobile not used as a public or livery conveyance and not owned and held for sale by an automobile dealer.

Personal Effects. If the named insured is an individual, to pay, not to exceed $200 for each occurrence for loss to robes, wearing apparel and other personal effects which are the property of the named insured or a relative, providing the loss is caused (a) by a collision with respect to which this supplement affords automobile collision insurance on a private passenger automobile, or (b) by fire, lightning, flood, the perils of transportation or by theft of the entire automobile, and the loss is coincident with other loss with respect to which this supplement affords automobile comprehensive insurance on a private passenger automobile. This insurance is excess over any other valid and collectible insurance applicable to such loss, and Condition 8 shall not apply to this insurance.

Transportation Expense. To reimburse the insured for the cost of transportation from the place of disablement of the automobile to the place of intended destination, but not to exceed $5 for each occurrence, provided the disablement involves a loss with respect to which this supplement affords automobile collision or automobile comprehensive insurance.

II. DEFINITION OF INSURED. The unqualified word "insured" includes the named insured and if the named insured is an individual, any person or organization, other than a person or organization engaged in the automobile business or as a carrier or other bailee for hire, maintaining, using or having custody of an owned private passenger automobile with the permission of the named insured.

III. AUTOMATIC INSURANCE FOR NEWLY ACQUIRED AUTOMOBILES. If the named insured who is the owner of the automobile, or his spouse if a resident of the same household, acquires ownership of another automobile such insurance as is afforded by this supplement applies also to such other automobile as of the date of such acquisition (a) if it replaces an automobile described in the schedule or (b) if it is an additional automobile provided that with respect to an automobile of other than the private passenger type the company insures all such automobiles owned by the named insured or spouse on the date of its delivery; provided such automatic insurance shall not exceed the actual cash value of the automobile at time of loss less the applicable deductible amount in the schedule.

With respect to an additional automobile which is not of the private passenger type, if two or more collision coverages apply to such additional automobile, automatic coverage is extended only for the most restricted collision coverage applying thereto, unless the company is notified within thirty days following the date of delivery of such additional automobile. With respect to the collision coverage, only licensed vehicles shall be considered as owned automobiles.

IV. USE OF OTHER AUTOMOBILES. If the named insured is an individual or husband and wife and if during the supplement period such insured, or the spouse of such individual if a resident of the same household, owns a private passenger automobile covered by this supplement, such insurance as is afforded by this supplement under coverages D, E and F with respect to said automobile applies with respect to (a) any other private passenger automobile other than a sedan delivery, panel truck or pick-up body type automobile, or (b) a utility type trailer, while either is in the possession or custody of or is being operated by the named insured, such spouse or any relative if a resident of the same household.

This insuring agreement does not apply:

(a) to any automobile owned by the named insured, his spouse, or any relative if a member of the same household;

(b) to any automobile furnished for the regular use to such named insured, spouse or relative;

(c) to loss to an automobile arising out of its use by the named insured, spouse or relative in the business of selling, repairing, servicing, storing or parking of automobiles.

V. SUPPLEMENT PERIOD, TERRITORY. This supplement applies only to direct and accidental losses to the automobile which are sustained on and after the effective date of Form CLP-38 attached to and forming a part of the policy and during the policy period while the automobile is within North America or any possession or territory of the United States wherever located, or is being transported between ports thereof.

EXCLUSIONS

This supplement does not apply:

(a) except with respect to a private passenger automobile, if the automobile is or at any time becomes subject to any bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance not specifically declared and described;

(b) to loss due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

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(c) to any damage to the automobile which is due and confined to wear and tear, freezing, mechanical or electrical breakdown or failure, unless such damage is the result of other loss covered by this supplement;

(d) to tires unless damaged by fire or stolen or unless such loss be coincident with and from the same cause as other loss covered by this supplement; except that if the named insured is an individual, this exclusion shall not apply with respect to damage by vandalism or malicious mischief of a private passenger automobile;

(e) to loss due to confiscation by duly constituted governmental or civil authority; except that if the named insured is an individual, this exclusion shall not apply with respect to a private passenger automobile;

(f) to loss due to radioactive contamination;

(g) under coverages D and E, to loss due to conversion, embezzlement or secretion by any person in possession of the automobile under a bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance; except that if the named insured is an individual, this exclusion shall not apply with respect to a private passenger automobile;

(h) under coverage F, to breakage of glass if insurance with respect to such breakage is otherwise afforded.

CONDITIONS

1. Definitions. (a) Automobile. Except where specifically stated to the contrary, the word "automobile" means the land motor vehicle or trailer described in the schedule and its equipment and other equipment permanently attached thereto, and includes a temporary substitute automobile.

(b) Temporary Substitute Automobile. The term "temporary substitute automobile" means an automobile not owned by the named insured or spouse but temporarily used as a substitute for the described automobile while withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction.

(c) Private Passenger Type Automobile. The term "private passenger automobile" means a private passenger, station wagon or jeep type automobile; or, if not customarily used for wholesale or retail delivery purposes other than in connection with farming, an automobile with a load capacity of 1500 pounds or less of the sedan delivery, panel truck or pick-up body type.

(d) Semitrailer. The word "trailer" includes semitrailer.

(e) Utility Trailer. The term "utility trailer" means a trailer designed for use with a private passenger automobile, if not being used for business or commercial purposes with other than a private passenger automobile, and if not a home, office, store, display or passenger trailer.

(f) Two or More Automobiles. When two or more automobiles are insured hereunder, the terms of this supplement shall apply separately to each and a motor vehicle and a trailer or trailers attached thereto shall be held to be separate automobiles as respects limits of liability, including any deductible provisions.

2. Insured's Duties When Loss Occurs. When loss occurs, the insured shall: (a) protect the automobile, whether or not the loss is covered by this supplement, and any further loss due to the insured's failure to protect shall not be recoverable under this supplement; reasonable expense incurred in affording such protection shall be deemed incurred at the company's request; (b) give notice thereof as soon as practicable to the company or any of its authorized agents and also, in the event of theft, larceny, robbery or pilferage, to the police but shall not, except at his own cost, offer or pay any reward for recovery of the automobile. Upon the company's request, the insured shall exhibit the damaged property to the company and submit to examinations under oath by anyone designated by the company, subscribe the same and produce for the company's examination all pertinent records and sales invoices, or certified copies if originals be lost, permitting copies thereof to be made, all at such reasonable times and places as the company shall designate.

3. Appraisal. If the named insured and the company fail to agree as to the amount of loss, each shall select a competent and disinterested appraiser, and the appraisers shall select a competent and disinterested umpire. An award in writing of any two shall determine the amount of such loss.

4. Limit of Liability; Settlement Options; No Abandonment. The limit of the company's liability for loss shall not exceed either (a) the actual cash value of the automobile, or if the loss is of a part thereof the actual cash value of such part, at time of loss, or (b) what it would then cost to repair or replace the automobile or such part thereof with other of like kind and quality, with deduction for depreciation, or (c) the applicable limit of liability stated in the schedule.

The company may pay for the loss in money; or may repair or replace the damaged or stolen property; or may, at any time before the loss is paid or the property is so replaced, at its expense return any stolen property to the named insured, or at its option to the address shown in the policy, with payment for any resultant damage thereto; or may take all or such part of the property at the agreed or appraised value but there shall be no abandonment to the company. The company may settle any claim for loss either with the insured or the owner of the property.

5. Payment for Loss; Action Against Company. Payment for loss may not be required nor shall action lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all of the terms of this supplement nor until thirty days after proof of loss is filed and the amount of loss is determined as provided in this supplement.

6. No Benefit to Bailee. The insurance afforded by this supplement shall not inure directly or indirectly to the benefit of any carrier or other bailee for hire liable for loss to the automobile.

7. Assistance and Cooperation of the Insured. The insured shall cooperate with the company and upon the company's request shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of any legal proceedings in connection with the subject matter of this insurance. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense.

8. Other Insurance. If the insured has other insurance against a loss covered by this supplement the company shall not be liable under this supplement for a greater proportion of such loss than the applicable limit of liability stated in the schedule bears to the total applicable limit of liability of all valid and collectible insurance against such loss; provided, however, (a) the insurance with respect to a temporary substitute automobile or non-owned automobile shall be excess over any other valid and collectible insurance, (b) the insurance with respect to a newly acquired automobile shall not apply against a loss with respect to which the named insured or spouse has other valid and collectible insurance and (c) that with respect to existing insurance for which credit has been given, this supplement shall not apply until the expiration of such existing insurance.

9. Policy Provisions. None of the insuring agreements, exclusions, conditions, provisions or other terms of the policy shall apply to the insurance afforded by this supplement except "Premium", "Subrogation", "Inspection and Audit", "Assignment", "Changes", "Cancellation", "Terms of Policy Conformed to Statute" and "Declarations".

This supplement shall not apply unless the AUTOMOBILE SCHEDULE - Form CLP-38 is attached to and forms a part of the policy and is countersigned by a duly authorized agent of the company.

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.	FORM PR-2 (REV. 6-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE
	FEDERAL-AID PROJECT AGREEMENT *(PPM 21-7)*	Oregon
PROJECT REPORT NO. 5		COUNTY Lane
		PROJECT NO. I-5-3(32)175

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

US 99 1 mile north of Cottage Grove
(Oregon, Pacific & Eastern Railroad Overcrossing Structure)

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	12-26-61	0.02
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 52,811	$ 48,500

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By R. H. Fortin

Asst State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By: C. G. Polk
(Division Engineer)

By:

Date executed by Division Engineer March 2, 1962

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

March 1, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St. N.E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by a highway official for the Oregon Pacific and Eastern Railroad Overcrossing, Project No. I-5-3(32)175.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:mmb

January 25, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Oregon Pacific and Eastern Railroad Overcrossing, Project No. I-5-3(32)175.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:lt

Oregon State Highway Department

Federal Aid
Project No. I-5-3(32)175

CHEMOOK PACIFIC AND EASTERN RAILROAD OVERCROSSING

ON THE PACIFIC HIGHWAY IN LAKE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 25, 1962

Type Code X123
O.P.&E. R.R. Xing (Sta. 739+01.25 to Sta. 740+25.25) (Contract 6021)

Shoring, Cribbing, etc.	All Required		$ 2,000.00
Structural Excavation	200 cu. yds.	$ 10.00	2,000.00
Structural Excavation below Elevation Shown	20 cu. yds.	10.00	200.00
Furnish (10" BP 42#) Steel Piling	1,650 lin. ft.	4.20	6,930.00
Drive Steel Piles	34 only	85.00	2,890.00
Splice Steel Piles	8 only	50.00	400.00
Class "A" Concrete (275 cu.yds.)	All Required		22,000.00
Metal Reinforcement (85,000 lbs.)	All Required		11,000.00
6-inch Metal Drain Pipe	60 lin. ft.	4.00	240.00
			$47,660.00
Work by O.P.& E. Railroad	All Required		150.00
	Subtotal		$48,010.00
	10% Engr. & Cont.		4,801.00
	Total		$52,811.00

Length of Structure . . . . . 0.023 Mile

Federal Funds	$48,500.00
State Funds	4,311.00
	$52,811.00

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

State Funds for Maint: Chap. 529, laws 1939.

OREGON PACIFIC AND EASTERN R.R. CO.

PROJECT NO. I-5-3(32)175

Estimated cost of work by the O.P.&E. Railroad

Fencing:

Labor	$167.39
Materials	175.00
	$342.39
Say	$350.00

Oregon State Highway Department

Federal Aid
Project No. I-5-3(32)175

OREGON PACIFIC AND EASTERN RAILROAD OVERCROSSING

ON THE PACIFIC HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, December 13, 1961

Type Code X121
O.P. & E. RR O'xing (Sta. 739+01.25 to Sta. 740+25.25)

Shoring, Cribbing, Etc.	All Required		$ 1,000.00
Structural Excavation	200 cu.yds.	$ 5.00	1,000.00
Structural Excavation below Elevation Shown	20 cu.yds.	10.00	200.00
Furnish (10" BP 42') Steel Piling	1,650 lin.ft.	5.00	8,250.00
Drive Steel Piles	34 only	65.00	2,210.00
Splice Steel Piles	8 only	40.00	320.00
Class "A" Concrete (275 cu.yds. $75.00)	All Required		20,625.00
Metal Reinforcement (85,800 lbs. $0.14)	All Required		12,012.00
8-inch Metal Drain Pipe	60 lin.ft.	4.00	240.00
			$45,857.00
Work by O.P. & E. Railroad	All Required		350.00
	Subtotal		$46,207.00
	10% Engr. & Cont.		4,620.00
	Total		$50,827.00

Length of Structure - - - - - 0.023 Mile

Federal Funds - - - - -

OREGON PACIFIC AND EASTERN RAILROAD OVERCROSSING

PROJECT NO. I-5-3(32)175

Estimated cost of work by the O.P. & E. Railroad

Fencing:

Labor	$167.39
Materials	175.00
	$342.39
Use	$350.00

RECEIVED
FEB 13 1962
FOR FILING

6021

Salem, Oregon
Feb. 9, 1962

Mr. Cecil Gardner
Bridge Division
Salem

Contract No. 6021
Inter-City Construction Co.
Oregon Pacific and Eastern
Railroad Overcrossing
Pacific Highway
Lane County

Attached for processing and approval are copies of Endorsement 1 to Policy No. RRP 1280 of the United Pacific Insurance Company, covering the above contract. This endorsement extends the policy term to August 29, 1962.

Upon completion, we would appreciate receiving the necessary copy for our insurance file.

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

cc Mr. C. S. Paxson

fp

RECEIVED
FEB 6 1962
FOR FILING

M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

6021

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

February 6, 1962

United Pacific Insurance Co.,
Portland Branch Office
627 Board of Trade Bldg.,
Portland 4, Oregon

Gentlemen:

Enclosed is a copy of a contract awarded by the State Highway Commission, the details of which are given below.

We are sending you this copy for your files as you appear as surety on the performance bond furnished by the contractor.

Contract #6021, awarded January 19, 1962, for a RR Overcrossing on the Cottage Grove-Divide Section of Pacific Highway in Lane County. The contractor is Inter City Const. Co.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

cc: United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

RECEIVED
FEB 6 1962
COMMISSIONERS
FOR FILING

M. [illegible], CHAIRMAN, PORTLAND
KENNETH N. FRIDLEY, MEMBER, WASCO
GLENN L. JACKSON, MEMBER, MEDFORD
FLOYD QUERY, SECRETARY, SALEM

W. C. WILLIAMS, STATE HIGHWAY ENGINEER
FORREST COOPER, DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS, CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 6, 1962

6021

Inter City Construction Co.,
3698 Franklin Bldg.,
Eugene
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #6021, awarded January 19, 1962, for a RR Overcrossing on the Cottage Grove-Divide Section of Pacific Highway in Lane County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
FEB 2 1962
FOR FILING

6021

Salem, Oregon
Feb. 1, 1962

Contract No. 6021
Inter-City Construction Co.
Oregon Pacific and Eastern Railroad
Overcrossing, Lane County
Pacific Highway

Mr. Cecil A. Gardner
Bridge Division
Salem

Attached for processing and approval are copies of the following insurance, which is in connection with the above contract:

United Pacific Insurance Company Policy No. RRP 1280, expiring 4-29-62. The Oregon, Pacific and Eastern Railroad is the assured, and we assume that you will send the original copy of this policy to the railroad company, as usual.

United Pacific Insurance Company Policy No. CLP 43819, expiring 1-1-63.

Upon completion, we would appreciate receiving the necessary copies for our insurance file.

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

cc Mr. G. S. Paxson

fp

RECEIVED
FORM E-123
JAN 26 1962

FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

6021

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

January 25, 1962

Inter City Const. Co.,
3698 Franklin Blvd.,
Eugene
Oregon

Gentlemen:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission, as follows:

Contract #6021, awarded January 19, 1962, for construction of a RR Overcrossing on the Cottage Grove-Divide Section of Pacific Highway in Lane County.

Please execute two of these copies as to contract and bond, and return both copies to this office for execution by the Highway Commission. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT SO IT WILL NOT BE NECESSARY TO RETURN THE FORMS TO YOU FOR CORRECTION.

The third copy of the contract, on the cover of which is stamped "ADVANCE COPY to be Retained by Contractor," is furnished for your information pending receipt of a copy containing the signatures of the State Highway Commission.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
JAN 21 1962
FOR FILING
6021

477 Cottage Street, N.E.
Salem, Oregon

January 19, 1962

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

File

C. G. Polk, Division Engineer
08-35.1 Salem, Oregon

Oregon Project I-5-3(32)175

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 6021 for Oregon Project I-5-3(32)175, Oregon Pacific and Eastern Railroad Overcrossing on the Pacific Highway near Cottage Grove, to Inter-City Construction Company of Eugene, Oregon, low bidder in the amount of $47,660.00 at the January 17, 1962 bid opening.

Original To Young 1-23-62

RECEIVED
JAN 22 1962
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
S. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

6021

January 19, 1962

Inter-City Construction Co.
3698 Franklin Blvd.
Eugene, Oregon

Gentlemen:

The State Highway Commission on January 19, 1962 awarded to you State Highway Contract No. 6021 for the following project:

Construction on the Oregon Pacific and Eastern Railroad Overcrossing on the Pacific Highway, near Cottage Grove in Lane County.

This award was based on your bid of $47,660.00 which was the low bid submitted to the Commission on January 17, 1962 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

hl

cc Frank Morgan
L. H. Young
R. G. Savage
I. D. Merchant

RECEIVED
DEC 1961
FOR FILING

FORM CD-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

I-5-1(32)175

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

6021

DATE: December 26, 1961

C G Polk

FROM : C. G. Polk, Division Engineer
08-35.7 Salem, Oregon

SUBJECT: Oregon Project I-5-3(32)175

We have approved, as of this date, the P. S. and E. documents for the Pacific Highway Overcrossing of the Oregon, Pacific, and Eastern Railroad near Cottage Grove.

This is to authorize your advertising for bids.

cc Young

RECEIVED
DEC 1961
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

RECEIVED
DEC 14 1961
FOR FILING

December 13, 1961

Mr. C. O. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding three copies each of Public Utility Commissioner's Order #37975, dated August 19, 1961, Oregon Pacific and Eastern Railroad construction agreement No. R-21500 and Oregon Pacific and Eastern Railroad easement agreement No. R-21500 covering the Oregon Pacific and Eastern Railroad Over-crossing, Project No. I-5-3(32)175.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RMC:bb

RECEIVED
AUG 28 1961
FOR FILING

August 25, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
Salem, Oregon

Re: Cottage Grove-Divide Section
Pacific Highway - Lane County

Attention: Mr. Bester

Dear Sir:

Herewith two conformed copies of a construction agreement and grant of easement covering the overcrossing of the tracks of the Oregon, Pacific & Eastern Railway Co. near Cottage Grove by the second two lanes of the Pacific Highway (I 5).

I think you will find these in order.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Attach.

[redacted]

cc to: Mr. W. C. Williams

Sec. 27

Note:
1° 44' 30" brg. eq. Lt. R.R. to Hwy. brgs.

P.O.C. 36+83.08 =
P.O.T. 739+81.47

P.I. 39+66.24 Bk =
38+17.53 Ah.

75'
100'
100'
Tang. Brg.

N. 78° 37' 20" E.

80° 15' 42"

S. 80° 48' 48" E.

B.C. 29+12.00

S. 18° 55' 30" W.

N. 33° 06' 54" W. - 1105.56'

60'

S.E. Cor. John Cochran
D.L.C. # 55

S. 89° 38' 54" E.

Stone

E.C. 48+71.77

S. 49° 06' 40" E.

D = 2° 40' C.R.
Δ = 52° 16'
Δs = 20° 33' 52"
T = 1054.24'
L = 1959.77

OREGON STATE HIGHWAY DEPARTMENT

EASEMENT ACROSS O.P. & E. RWY. - D.

PACIFIC HIGHWAY

LANE COUNTY

Scale: 1" = 400'

Feb. 1961

Dwg. No. 1R-5-1470

Easement Area Granted May 24, 1954

Easement Area Requested Feb. 1961

RECEIVED
JUL 25 1961
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 24, 1961

SUBJECT PUX 411 - 2nd East Cottage Grove O-Xing - Lane County
Oregon, Pacific & Eastern Railway
PUX 416 - 2nd Seven Oaks O*Xing
Southern Pacific Company
Jackson County

To:
Mr. G. S. Paxson
Asst. State Highway Engineer
O F F I C E

Herewith I hand you Order No. 37975 relative to the 2nd East Cottage Grove O*Xing and Order No. 37969 relative to the 2nd Seven Oaks O*Xing, issued by the Public Utility Commissioner.

These orders are in accordance with the State Highway's petitions and the testimony presented at the hearings

/S/ G. V. Sorensen
GLEN V. SORENSEN
Staff Attorney

GVS:ks
Enc.

cc Ivan Merchant
Tom Edwards
I. A. DeFrance
Frank Morgan
J. W. Nash
F. B. Crandall
H. B. Simpson

Order #37975

BEFORE THE PUBLIC UTILITY COMMISSIONER

OF OREGON

SXF 178

In the matter of the application of the STATE OF OREGON, by and through its State Highway Commission, for permission to construct a highway above grade over the tracks and right of way of Oregon, Pacific and Eastern Railway Company, known as the 2ND EAST COTTAGE GROVE OVERCROSSING project, in Lane County, Oregon.	ORDER

The above entitled matter was duly heard on June 2, 1961, at Salem, Oregon, before David E. Bourassa, Examiner for the Commissioner. The following appearances are of record herein:

For Petitioner:

Glen V. Sorensen, Assistant Attorney General, Of Counsel for the Oregon State Highway Commission

For the Commissioner:

C. E. Jaqua, Utility Engineer
Salem, Oregon

On March 16, 1961, the State of Oregon, by and through its State Highway Commission, filed a Petition pursuant to the provisions of ORS Chapters 366.205, 763.080 and 763.040 for permission to construct a public highway above grade over the tracks and right of way of Oregon, Pacific and Eastern Railway Company, known as the 2nd East Cottage Grove Overcrossing project on the revised location of the Pacific Highway (Federal Interstate Highway No. 5) in Lane County.

Attached to and made a part of the Petition is Plan and Elevation Drawing No. 7830A-A and Vicinity Map and Profile Drawing No. 16302.

NOTED

The Petition also sets forth the proposed manner in which the construction and maintenance of the project will be handled and the costs thereof borne.

Notice of the Petition and copies thereof were duly served on Georgia Pacific Corporation, Oregon, Pacific and Eastern Railway Company, County Court of Lane County and the Mayor and City Council of Cottage Grove. The aforesaid parties filed letters in response to the services of the Petition and stated they had no objection to said Petition and the proposed grade separation structure.

The matter was thereafter set down for hearing and notice thereof duly served upon all parties of record on May 4, 1961.

Evidence was adduced on behalf of Petitioner and the Public Utility Commissioner, the hearing was completed and the matter submitted for determination. Based upon said evidence and record it is found that:

Petitioner now proposes the construction of a two-lane highway on the revised location of the Pacific Highway (Federal Interstate Highway No. 5) between Goshen and Divide in Lane County. As an integral part of this highway it will be necessary to construct an overcrossing structure over the right of way and tracks of Oregon, Pacific and Eastern Railway Company.

The proposed overcrossing structure will be located at a point in the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of Section 27, Township 20 South, Range 3 West, W.M. in Lane County, Oregon, which is approximately 1,750 feet south of the Cottage Grove interchange on the Pacific Highway and 75.22 feet east of the present overcrossing structure measured from center to center at the railroad intersection. The proposed overcrossing structure will lie in a generally northeasterly-southwesterly direction and its centerline will intersect a line tangent to the curve of the centerline of the Oregon, Pacific and Eastern Railway Company track at Railroad Survey Station 38+07.18 and Highway Survey Station 739+69.77 at an angle of 82° 11' 32" in the northeast quadrant.

After completion and opening to traffic of the additional overcrossing structure proposed herein, the existing structure will be used exclusively by south bound traffic and the proposed structure will be used exclusively by north bound traffic.

The estimated annual average daily traffic on the proposed structure will be 2,450 vehicles with a projected increase to 5,250 vehicles in 1975. The traffic on the railroad is an average of four train movements daily.

The overcrossing structure will be 124 feet long, measured along the center line and will be 42 feet, 4 inches wide with no provision for sidewalks. The surface will be concrete. The entire structure will be of reinforced concrete supported by columns, which are in turn, set upon pilings. The proposed structure will be on a 200 foot vertical curve connecting an ascending grade of 0.949% from the north and a descending grade of 1.3623% from the south. The overcrossing will afford a vertical clearance of 24 feet, 3 3/8 inches measured from the base of existing rails to the bottom of the proposed overcrossing structure. Horizontal clearance is 16 feet, 2½ inches measured from the center of existing track to the inner surface of the nearest supporting column. Space has been provided for possible future addition of another track. The vertical clearance would be 24 feet, 1 5/8 inches measured from the top of rail of the future track to the low point of the overcrossing structure and the horizontal clearance would be 16 feet, 1 5/8 inches measured from the center of the future track to the inner surface of the nearest supporting column. The approaches to the overcrossing structure will be surfaced with asphaltic concrete.

During period of construction there will be no necessity for any impairment to horizontal clearances. There will be an impairment of vertical clearances of 6 inches less than the minimum clearance as required by Commissioner's Order No. 33700. This impairment will be temporary, existing only during the construction of the overcrossing and will be removed immediately thereafter.

The proposed overcrossing will meet anticipated needs of the traveling public and will not create any undue hazard or inconvenience to the railroad.

Petitioner proposes that the construction and maintenance of the proposed overcrossing and the costs thereof be borne as follows:

Petitioner will:

(a) Prepare plans and specifications and award a contract or contracts for the construction of the proposed grade separation crossing and supervise the construction thereof.

(b) Finance the construction of said grade separation project, including reimbursement to Oregon, Pacific and Eastern Railway Company for necessary expenditures incurred in connection therewith.

(c) Maintain the said overcrossing structure with its appurtenances and highway approaches after completion of the project.

Oregon, Pacific and Eastern Railway Company will:

(a) Subject to reimbursement by Petitioner, furnish such watchman and flagman services as may be required to safeguard railroad operations during the construction of the project.

(b) Subject to reimbursement by Petitioner, place and remove such telltales as may be required for railroad operations during temporary impairment of vertical clearances.

(c) Subject to reimbursement by Petitioner, remove and replace right of way fence as may be required for the construction of the project.

(d) At its own cost and expense maintain existing and future railroad tracks and their appurtenances and facilities after completion of the project.

These proposals have been agreed upon between Petitioner and Oregon, Pacific and Eastern Railway Company. No objections were made and they are approved. It is found that the proposals relating to the division of the expenses are just and reasonable under the circumstances.

From the foregoing it is concluded that the proposed overcrossing is necessary in connection with the construction of an additional two-lane highway on the revised location of the Pacific Highway (Federal Interstate Highway No. 5) between Goshen and Divide in Lane County and is required in the interest of public safety, convenience and general welfare. Permission for the construction, therefore, shall be granted upon the terms and conditions hereinafter set forth; it is therefore

ORDERED that the permission requested in the Petition of the State of Oregon, by and through its State Highway Commission, for the construction of a highway overcrossing structure herein proposed be and the same is hereby granted and No. 0.9-A shall be assigned to said overcrossing in the Commissioner's Catalog of Crossings in the State of Oregon; and it is further

ORDERED that such overcrossing structure shall be made upon the following terms and conditions:

(1) Construction shall be done in a good and workmanlike manner in accordance with accepted engineering practices and in conformity as to location, grade, elevation and general design as shown on the Oregon State Highway Department Bridge Division Drawing entitled Plan and Elevation Drawing No. 7830A-A and Vicinity Map and Profile Drawing No. 16302, submitted with the Petition and all by reference made a part thereof.

(2) Construction and maintenance of the proposed project will otherwise be done and the cost thereof borne in accordance with the findings of the Commissioner hereinabove made; and it is further

ORDERED that impairments to the standard vertical clearances as prescribed, and defined in P.U.C. Order No. 33700, which are necessary to or result from the placing of falsework or the erection of building materials required for the construction which do not encroach nearer than 22 feet above top of rail, are herein authorized as temporary impaired vertical clearances, such impairments to be removed upon completion of the proposed structure; and it is further

ORDERED that Oregon, Pacific and Eastern Railway Company is authorized to operate over the impaired tracks under the conditions of impairment referred to herein; and it is further

ORDERED that this order shall be effective on the date of the execution hereof.

Made and entered this 19th day of August, 1961.

(SEAL)

Jonel C Bell
Public Utility Commissioner

RECEIVED
JUN 22 1961
FORM E-30 80M 7-60 29395
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 12, 1961

SUBJECT: Pux 411 - 2nd East Cottage Grove O-Xing
Oregon, Pacific & Eastern Railway Co.
Lane County
File No. 21500

To: Mr. Floyd Query, Secretary
State Highway Commission
O f f i c e

Attached for Commission's files is one fully executed copy of construction agreement with Oregon, Pacific Eastern Railway Company, relative to the above-titled matter.

GLEN V. SORENSEN
Staff Attorney

GVS:ks
attach.

cc: G. S. Paxson

NOTED
FLOYD QUERY

FORM E-BOX 80M 7-60 20304

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 12, 1961

To: Mr. Earl Saling
Right of Way Manager
O f f i c e

SUBJECT: Pux 411 - 2nd East Cottage Grove O-Xing
Oregon, Pacific Eastern Railway Co.
Lane County
File 21500

Attached for recording is a fully executed copy of easement agreement with Oregon, Pacific Eastern Railway Company relative to the above-titled project.

After recording, please notify Mr. Frank G. Breuer, Oregon Pacific & Eastern Railway Co., P. O. Box 311, Portland 17, of the recording reference and forward the executed copy to Mr. Query for Commission's files.

Distribution of conformed copies of the construction agreement and easement agreement has been made as indicated below.

GLEN V. SORENSEN
Staff Attorney

GVS:ks
attach.

cc: G. S. Paxson
Ivan Merchant
Tom Edwards
I. A. DeFrance
Frank Morgan
J. W. Nash
H. G. Simpson

NOTED
G. S. PAXSON

RECEIVED
JUN 12 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 22 1961
FOR FILING

Docket File
6031

7 Lo A (6A)
5-26-61

Salem, Oregon
June 6, 1961

Pux 411 - 2nd East Cottage Grove
O-Xing
Oregon, Pacific Eastern Railway Co.
Lane County
File No. R-21500

Mr. L. I. Lindas
Chief Counsel
O f f i c e

Attention: Mr. Glenn Sorensen
Staff Attorney

Attached for further handling are two fully executed copies each of a construction agreement and easement agreement with Oregon, Pacific Eastern Railway Company, relative to the 2nd East Cottage Grove O-Xing in the vicinity of Knox Hill east of Cottage Grove in Lane County.

Please return one fully executed copy of each agreement to this office for the Commission's files.

Secretary

rn
Attach: 4

- NOA

FORM E-20 50M 7-60 20395

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 25, 1961

To: Mr. Floyd Query, Secretary
State Highway Commission
O f f i c e

SUBJECT: Pux 411 - 2nd East Cottage Grove
O-Xing
Oregon, Pacific Eastern Railway Co.
Lane County
File No. R-21500

Herewith I hand you for execution by the State Highway Commission duplicate copies of construction agreement and easement agreement with Oregon, Pacific Eastern Railway Company, relative to the above-titled matter. The easement agreement should be acknowledged.

After execution and acknowledgement by the Highway Commission, all copies should be returned direct to me for further handling. It will be appreciated if you can advise me of execution of the instrument by the Commission by not later than Thursday, June 1, so that I may notify a representative of the company at Springfield.

GLEN V. SORESEN
Staff Attorney

GVS:ks
attach. 4

cc: G. S. Paxson
P. M. Stephenson

RECEIVED
APR 26 1961
FOR FILING

April 21, 1961

Georgia-Pacific Corporation
Post Office Box 248
Springfield, Oregon

Attention: Mr. Carl Raynor
Land Manager

Re: Cottage Grove-Divide Section
Railroad Overcrossing
O.P. & E. Railroad, MP 411

Gentlemen:

Enclosed are three copies of a proposed Construction Agreement covering the second overcrossing of your trucks near Divide by the Pacific Highway (US99) which is Interstate Highway No. 5.

This Construction Agreement follows in all respects the agreement covering the first overcrossing dated May 24, 1954, except for the deletion of a part of Article 11 of that agreement which states that our contractor shall be satisfactory to the Railroad as to responsibility and ability to perform the work. The Assistant Attorney General has ruled that the award of contracts is entirely a prerogative of the State Highway Commission and that such a provision is not valid. All contractors bidding on work must be qualified under the Oregon law as to responsibility and ability. You can be fully assured that whoever is awarded the contract will be a responsible contractor.

I am also attaching three copies of an Easement Agreement covering the area necessary for construction of this additional crossing. This Easement Agreement follows the form of the Easement Agreement for the original project dated May 24, 1954, other than the substitution of the appropriate description of the property.

It would be appreciated if you would examine these two documents and, if they meet your approval, have two of them executed by your principals and returned so that they may be presented to

the Highway Commission for completion. Our next Highway Commission meeting is May 26 and I would appreciate having them returned to me at least a week prior to that date so that they may be placed on our Commission agenda.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Pawson
Assistant State Highway Engineer

GSP:fn

Encl.

cc Mr. W. C. Williams
Mr. J. W. DeSousa

RECEIVED
APR 21 1961

FORM E-30 50M 7-60

FOR FILING

I-5-3(32)175

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 20, 1961

SUBJECT: File 21500
Cottage Grove-Divide Section
Pacific Highway
Pux 411 - 2nd East Cottage Grove
O-Xing

To: Mr. G. S. Paxson
Ass't. State Highway Engineer
O f f i c e

Herewith I hand you three copies of proposed easement agreement with Oregon Pacific and Eastern Railway Company relative to the above-titled project. Addition copies are available on File 21500.

GLEN V. SORENSEN
Staff Attorney

GVS:ks
attach. 3

NOTED

RECEIVED
APR 21 1961
FOR FILING

FORM 140 50M 7-60 29328

I-5-213 2 115-

-102-1

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 14, 1961

SUBJECT: Pux 411 - 2nd East Cottage Grove Overcrossing
Oregon, Pacific Eastern Railway Co.
Lane County

To: Mr. G. S. Paxson
Assistant State Highway Engineer
O f f i c e

Herewith I hand you three copies of proposed agreement with Oregon Pacific and Eastern Railway Company, relative to the above-titled project, for further handling with the railway company. Several additional copies with exhibits are available in the file on this matter.

Mr. Sorensen is working on the preparation of an additional easement, and, when available, copies will be forwarded to you.

J. W. DeSouza

J. W. DeSOUZA
Assistant Counsel

JWD:ks
enc. 3

cc: Glen V. Sorensen

NOTED
C. S. P.

RECEIVED
APR 17 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 17 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 16, 1961

Mr. Jonel C. Hill
Public Utility Commissioner
Public Service Building
Salem, Oregon

Re: Pux Hll - 2nd East Cottage Grove Overcrossing
Oregon, Pacific & Eastern Railway Co.
Lane County

Dear Sir:

Herewith I hand you six signed copies of petition of the Highway Commission in the above-titled matter.

Two of the copies are for service upon the railway company, one copy for service upon Lane County, one copy for service upon the City of Cottage Grove, and two copies for your use.

Service upon the railway company should be made to Georgia-Pacific Corporation, Equitable Building, 421 S. W. Sixth Street, Portland, Oregon.

Yours very truly,

J. W. DeSOUZA
Assistant Counsel

JWD:ks
enc. 6

GLEN V. SORENSEN
Staff Attorney

cc: Ivan Merchant
G. S. Paxson
Tom Edwards
Frank Morgan

RECEIVED
MAR 17 1961
NOTIFIED
G. S. PAXSON
STATE HIGHWAY ENGINEER

Pux 411

BEFORE THE PUBLIC UTILITY COMMISSIONER OF OREGON

In the Matter of the Application of the STATE OF OREGON, by and through its State Highway Commission for authority to construct an additional overcrossing structure over the tracks and right of way of Oregon, Pacific and Eastern Railway Company, known as the 2nd EAST COTTAGE GROVE OVERCROSSING PROJECT on the revised location of the Pacific Highway (Federal Interstate Highway No. 5) in the Northwest quarter of the Southwest quarter ($NW\frac{1}{4}$ $SW\frac{1}{4}$) of Section 27, Township 20 South, Range 3 West, W.M., in Lane County, Oregon.	)	P E T I T I O N No._____

The Petitioner herein respectfully represents:

I

That the name and address of your Petitioner are State of Oregon, by and through its State Highway Commission, State Highway Building, Salem, Oregon.

II

That this petition is made under the authority of ORS 366.205.

III

That heretofore under the authority of Order No. 32986, Docket F-2422, Petitioner constructed an overcrossing structure over the tracks and right of way of railroad company, which structure has been and now is used for two lane traffic.

That Petitioner now proposes the construction of an additional two lane highway on the revised location of the Pacific Highway (Federal Interstate Highway No. 5) between Goshen and Divide in Lane County, and that in connection therewith it is and will be desirable to construct an additional overcrossing structure over the right of way and tracks of Oregon, Pacific and Eastern Railway Company as shown

by Drawings 16302 and 7830A-A, attached hereto and by this reference made a part hereof.

That after completion and opening to traffic of the additional overcrossing structure, the existing structure will be used exclusively by southbound traffic and the proposed structure will be used exclusively by northbound traffic.

IV

That the construction of the proposed overcrossing structure is necessary and proper for the service, accommodation and convenience of the public in that a crossing at grade at said point would not be in the interest and safety either on the highway or on the railroad.

V

That the estimated traffic on the proposed structure, after completion thereof, will be an annual daily average of 2,450 vehicles with a projected increase to 5,250 vehicles in 1975. That the average daily traffic upon the railroad will be four train movements.

VI

That the highway grade approaching the proposed overcrossing structure from the north is an ascending grade of 0.949%, and that the grade approaching the proposed structure from the south is a descending grade of 1.3623%, which grades are connected by a vertical curve 200' in length.

VII

That the Petitioner proposes that the construction and maintenance of the project be handled and the costs thereof borne as follows:

THINGS TO BE DONE BY STATE:

(a) Prepare plans and specifications and award a contract or contracts for the construction of said project and supervise the construction thereof.

(b) Finance the construction of said project, without participation therein from funds of Railroad Company, from State and Federal highway funds, including reimbursement to Railroad Company for the necessary expenditures incurred in connection therewith which are reimbursable and not prohibited under the accounting practices contained in Policy and Procedure Memorandum 30-3, issued by the Public Roads Administration under date of August 15, 1955, and amendments and supplements thereto.

(c) Maintain the proposed structure with its appurtenances and highway approaches after the completion of the project.

THINGS TO BE DONE BY RAILROAD:

(a) Subject to reimbursement under federal regulations, furnish such watchmen and flagmen services as may be required to safeguard railroad operations during the construction of the project.

(b) Subject to reimbursement under federal regulations, place and remove such telltales as may be required for railroad operations during impairment of vertical clearances.

(c) Subject to reimbursement under federal regulations, remove and replace right of way fence as may be required for the construction of the project.

(d) At its own cost and expense, maintain existing and future railroad tracks and their appurtenances and facilities after completion of the project.

VIII

That during the construction of the proposed structure there will be no impairment of horizontal clearances, but that the vertical clearance over the top

of rails will be reduced to 22', which impairment will be removed after the completion of the construction.

IX

That the proposed construction is in the Northwest quarter of the Southwest quarter ($NW\frac{1}{4}$ $SW\frac{1}{4}$) of Section 27, Township 20 South, Range 3 West, W.M., in Lane County, Oregon.

WHEREFORE, Petitioner prays for an order authorizing such construction and the temporary impairment of vertical clearances and for the operation of trains during the period of such impaired clearance, and for such other and further order or orders as may be proper in the premises.

Dated at Salem, Oregon, this 16th day of March, 1961.

STATE OF OREGON, by and through its
State Highway Commission

L. I. LINDAS
Assistant Attorney General and Chief
Counsel for the State Highway Commission

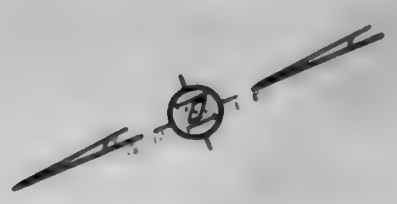
J. W. DeSOUZA - Assistant Counsel for
the State Highway Commission

GLEN V. SORENSEN
Staff Attorney

JWD:ks

T. 20 S.,

MAP SCAL



FINAL SURVEY		DATE
NOTE BOOK	SURVEYED	
NO.	PLOTTED	
	TEMPLATE	
	AREAS	
	AREAS CHECKED	
	BY	

MAP AREA

720

420

← TO EUGENE

GRID S 20°40' W

COTTAGE GROVE
INTERCHANGE

COTTAGE GROVE

John Cochran D.L.C. No. 55

"LN2"
300' Sp
S=1°07'3
a=0.25

T. 20 S., R. 3 W.

MAP SCALE: 1" = 400'

ABANDOON "LN"

34 33 28 27

To ROSEBURG

"LN2" 739+18.64 P.S.

"LN2" 742+19.64 P.S.C.

742+15.68 P.S.

400' Sp.
S=2°00'
a=0.25

744+15.68 P.S.C.

"LN2"
0°46' C.R.
Δ=8°07'36"
Lmc=1083.56

OREGON PACIFIC & EASTERN RY

No. 55

"LN2"
300' Spiral
S=1°07'30"
a=0.25

"LN2" 753+02.20 P.S.C.

"LN2" 754+42.20 P.S.

"LN2"
1°06' C.R.
Δ=8°14'
Lmc=748.48

"LN2" 761+20.68 P.C.S.

763+36.68 P.C.S.

"LN2"
140' Spiral
S=1°17'42"
a=0.25

E. MAIN ST.

Wm. Shields D.L.C. No. 36

400' Sp.
S=2°00'
a=0.25

E. MADISON

"LN2" 766+30.68

767+85.68 P.T.

"LN2"
440' Sp.
S=2°
a=0.25

"25'12"

CITY LIMITS

COTTAGE GROVE

"LN" 739+18.64 P.S.

739+81.48 POT =
RR. 37+~~52.96~~ P.O.C.
32.96

Dedicated Road

HARVEY ROAD
(Dedicated)

Section 27

LN 733+99.99 PT.

LN 731+49.99 PCS.

"LN" 737+00.00 "LINE 7"

S.20°40'W

82°33'11" 33.22

80.3ft.

GRID S 20°40' W

735

R/W LINE

R/W

200'

90'

80'

HOUSE

LN 250' SP
Δ: 0.1
δ: 0°18'45"

W. Line John Martin DLC. No. 64
E. Line John Cochran DLC. No. 55

FED. ROAD Div. No.	STATE	PROJECT NUMBER	FI Y
8	OREGON		

SECTION 27
T. 20 S., R. 3 W.W.M.

MAP SCALE: 1" = 100'
CONTOUR INTERVAL - 5'

"LN2" 739+69.77 P.O.S.
R.R. 38+07.18 P.O.C.

R.R. 2°40' C.R.
Δ: 52°16"
L: 1960.00
R: 2148.59
T: 1094.53

L"N" 739+73.20'
R.R. 37+83.61

R/W LINE

T.B.M.
SPIKE IN 20" MAPLE
70' Rt. of L 745+50
El. 669.90

ABANDON "LN" LINE 7

GRID S 22° 02' 30" W

80°14'45"

"LN2" 742+18.64 P.S.C.

74?+15.65 P.S.

L"N" 743+04.89 BK.
L"N" 743+36.77 FR. AH.

400' Spiral
S = 2°00'
a = 0.25

746+15.65 P.S.C.

L"N" 440 SP
a: 0.25
s: 2°25'12"

739+81.48 P.O.T.
R.R. 37+~~52.96~~ P.O.C.
32.96

"LN2"
300' Spiral
S = 1°07'30"
a = 0.25

"LN2"
0°45' C.R.
Δ = 8°07'36"
Lmc = 1083.56

NOTE: REVISE

				SHEET No.
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON			See Index

R.R. 2°40' C.R.
Δ = 52°16'
L = 1960.00
R = 2148.59
T = 1094.53

SECTION 27
T. 20 S., R. 3 W.W.M.

MAP SCALE: 1" = 100'
CONTOUR INTERVAL - 5'

739+73.20'
737+83.61
650
655
660
R/W LINE
T.B.M.
SPIKE IN 20" MAPLE
70' Rt. of L 745+50
El. 669.90
ABANDON "LN" LINE
665
GRID S 22° 02' 30" W
75'
140'
745
75'
R/W
R/W LINE
"LN3" 742+18.64 P.S.C.
742+15.65 P.S.C.
Ln 743+94.89 BK.
L" 743+95.77 P.S. Ah.
400' Spiral
S = 2°00'
a = 0.25
746+15.65 P.S.C.
Ln 748+35.77 P.S.C.
L" 440 SP
a = 0.25
= 2°25'12"
"LN2"
0°45' C.R.
Δ = 8°07'36"
Lmc = 1083.56
EX. 20'V

NOTE: REVISED BY RURAL DESIGN
11-1-11-A 1911

John Cocr...

"LN2"
300' Spiral
S = 1°07'30"
a = 0.25

DATE
BY

ORIGINAL SURVEY
NOTE BOOK
NO.

SURVEYED
PLOTTED
TEMPLATE
AREAS
AREAS CHECKED

9' 10' 12'

4" AC.

4

.05/FT .02/FT

MIN. 4:1

4.25:1

16" CRUSHED ROCK BASE

4" BLANKET COURSE

VARIABLE

MIN. 4:1

MAX. 3:1

TYPICAL SE

"LN2"
300' Spiral
S=1°07'30"
a=0.25

"LN2"
140' Spiral
S=1°17'42"
a=0.25

S.T.

COTTAGE

a=25'12"
0.25

"LN2" FINISH

Variable
74' to 48'

12' 6' 9'

19'
MEDIAN DITCH

4" A.C. PAVEMENT

Profile Grade

2" LEVELING COURSE

VAR. 7' to 20'

4" TOPSOIL

CAL SECTION

680

670

660

650

640

630

+0.949

+1.0993 %

-1.099 %

NO VC

FINISH GRADE 12.43

SUBGRADE

15' Rt.

15' Lt.

Revised

Revised

735

300 Spiral
S = 1° 07' 30"
a = 0.25

NOTE: REVISED

Finish Grade 12' Rt. & Lt.

+1.3623

ABANDON "LN" Gr. Line

"LN2" Fin. Gr.

Void 3/2/61

"LN2" PROFILE

OREGON STATE HIGHWAY DEPARTMENT

VICINITY MAP & PROFILE

OREGON PACIFIC & EASTERN RAILROAD

GOSHEN - DIVIDE SECTION

PACIFIC HIGHWAY

LANE COUNTY

SCALE AS INDICATED

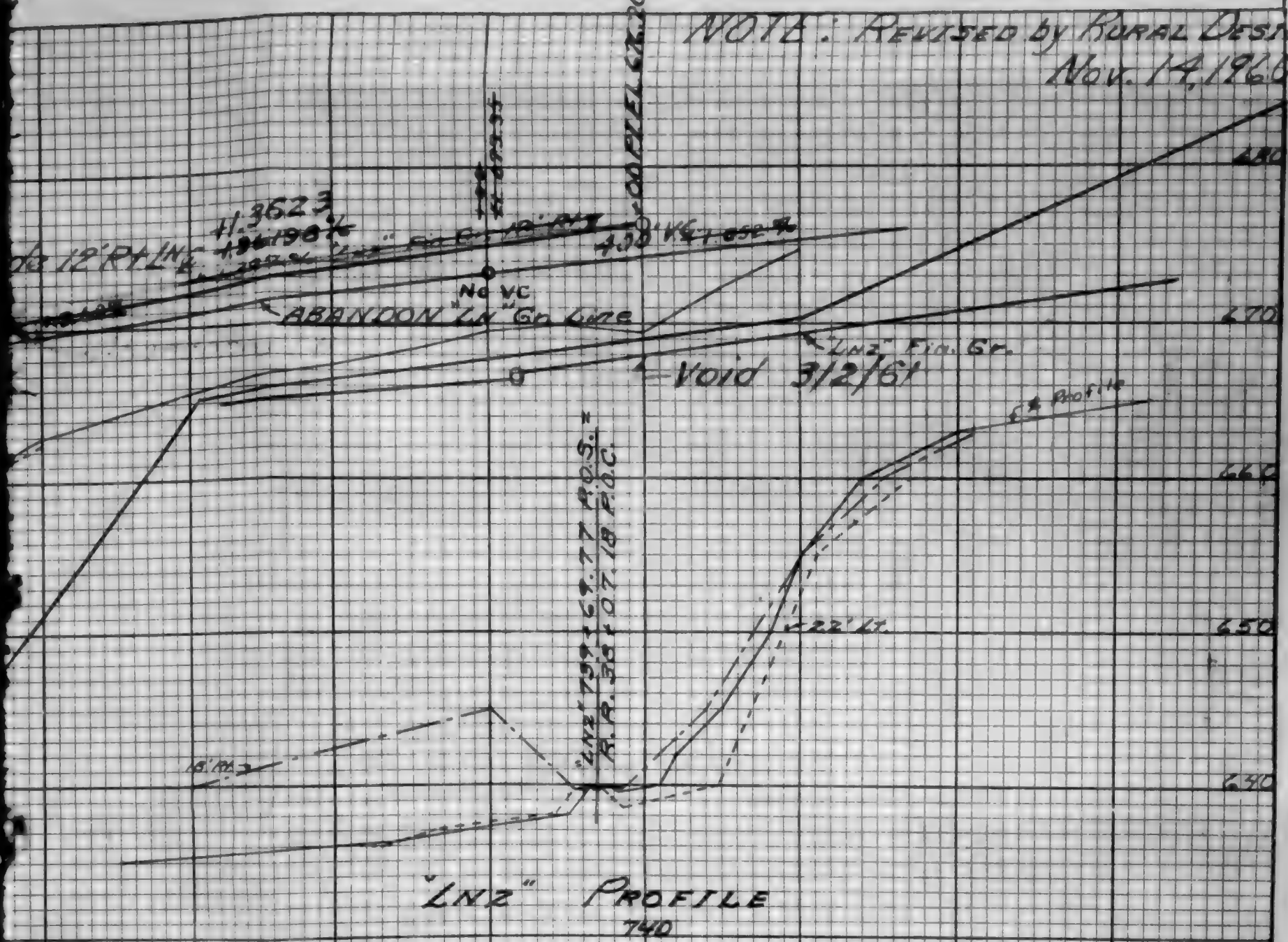
JULY, 1960 ~ G.H. WORTH, RES. ENGR.

Br. # 7830A

Dwg #

Revised 12-9-60 D.O.C.
Revised 3-2-61 L.K.W.

NOTE: REVISED by RURAL DESIGN
NOV. 14, 1960



OREGON STATE HIGHWAY DEPARTMENT

VICINITY MAP & PROFILE

OREGON PACIFIC & EASTERN RAILROAD CROSSING

GOSHEN - DIVIDE SECTION

PACIFIC HIGHWAY

LANE COUNTY

SCALE AS INDICATED

JULY, 1960 ~ G.H. WORTH, RES. ENGR.

D.O.C.
L.K.W.

Br. # 7830A

Dwg # 16302

42'-4" OUT TO OUT

40'-0" ROADWAY

18'-0"

22'-0"

Power Lines

BENT 1
"L N2" 739+01.25

5.20° 40' W.

38'-0"

739+18.64 P.S.

BENT 2
"L N2" 739+39.25

739+69

38+07

Toe of Slope

back

124'-0

124'-0" Ctr.-Ctr. End Bents RCDG

48'-0"

38'-0"

Future track 2

(Orc. Pacific & Eastern R.R.

R.R. 2°40' C.R.
Δ = 52°16'
L = 1960.00
R. = 2148.59
T₃ = 1094.53

BENT 3
"LN₂" 739+87.25

BENT 4
"LN₂" 740+25.25

Toe of Slope

Toe of Slope

82°11'40" Ton.

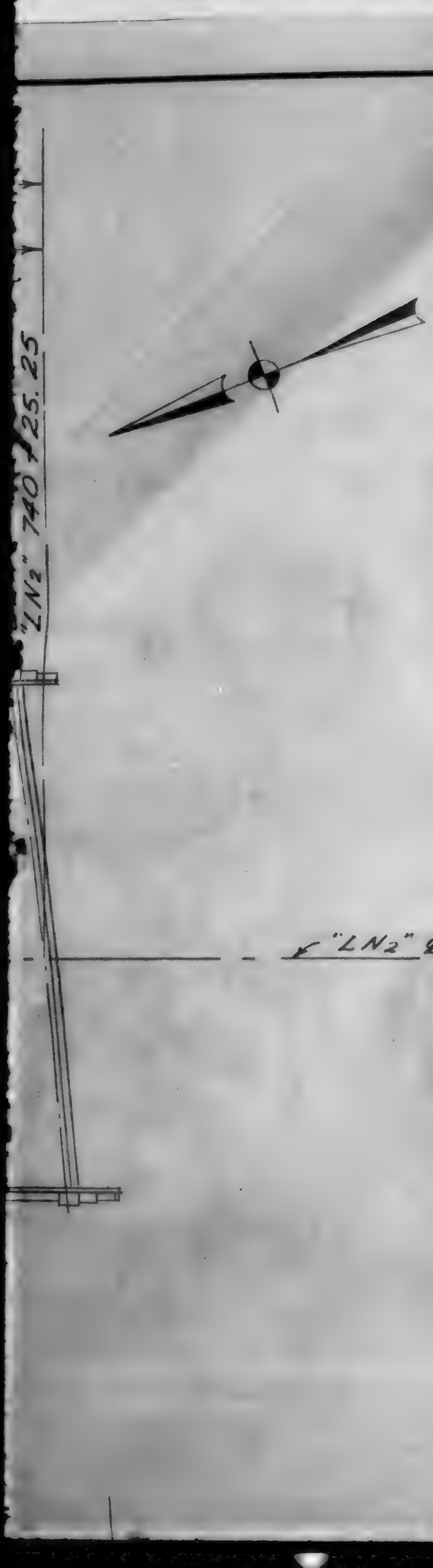
32° Ton.

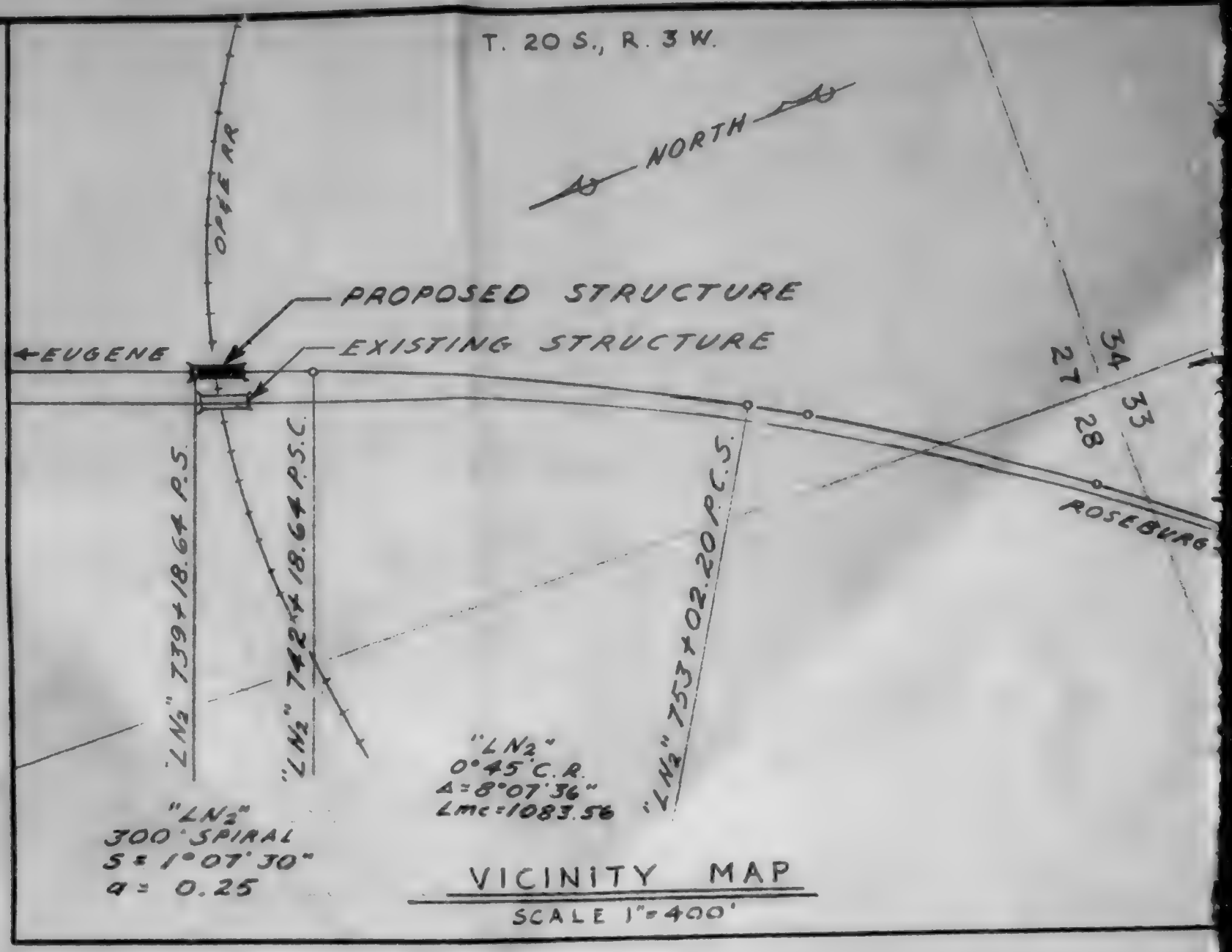
739+69.77 P.O.S. =
38+07.18 P.O.C. =

13'-0"

"LN₂"
300' SPIRAL
S = 1°07'30"
a = 0.25

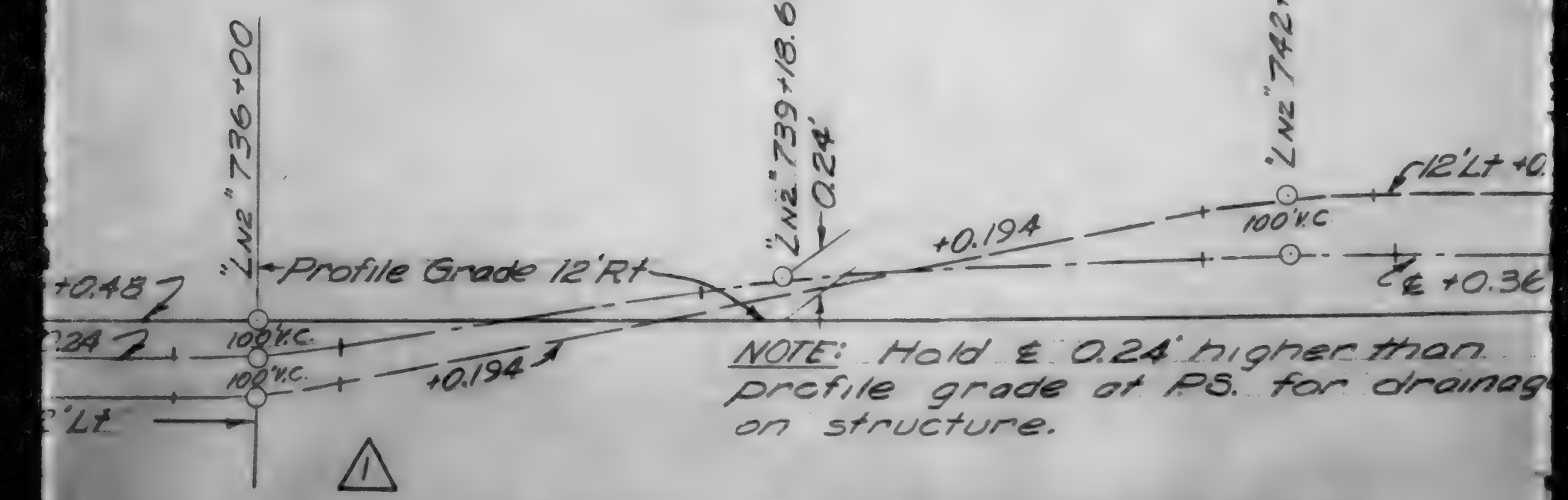
PLAN


"L N2" 740+25.25
℄ "L N2" ℄
12' Rt +0.48
℄ +0.24 2
Profile Grade 12' Lt
67.89
+90



VICINITY MAP

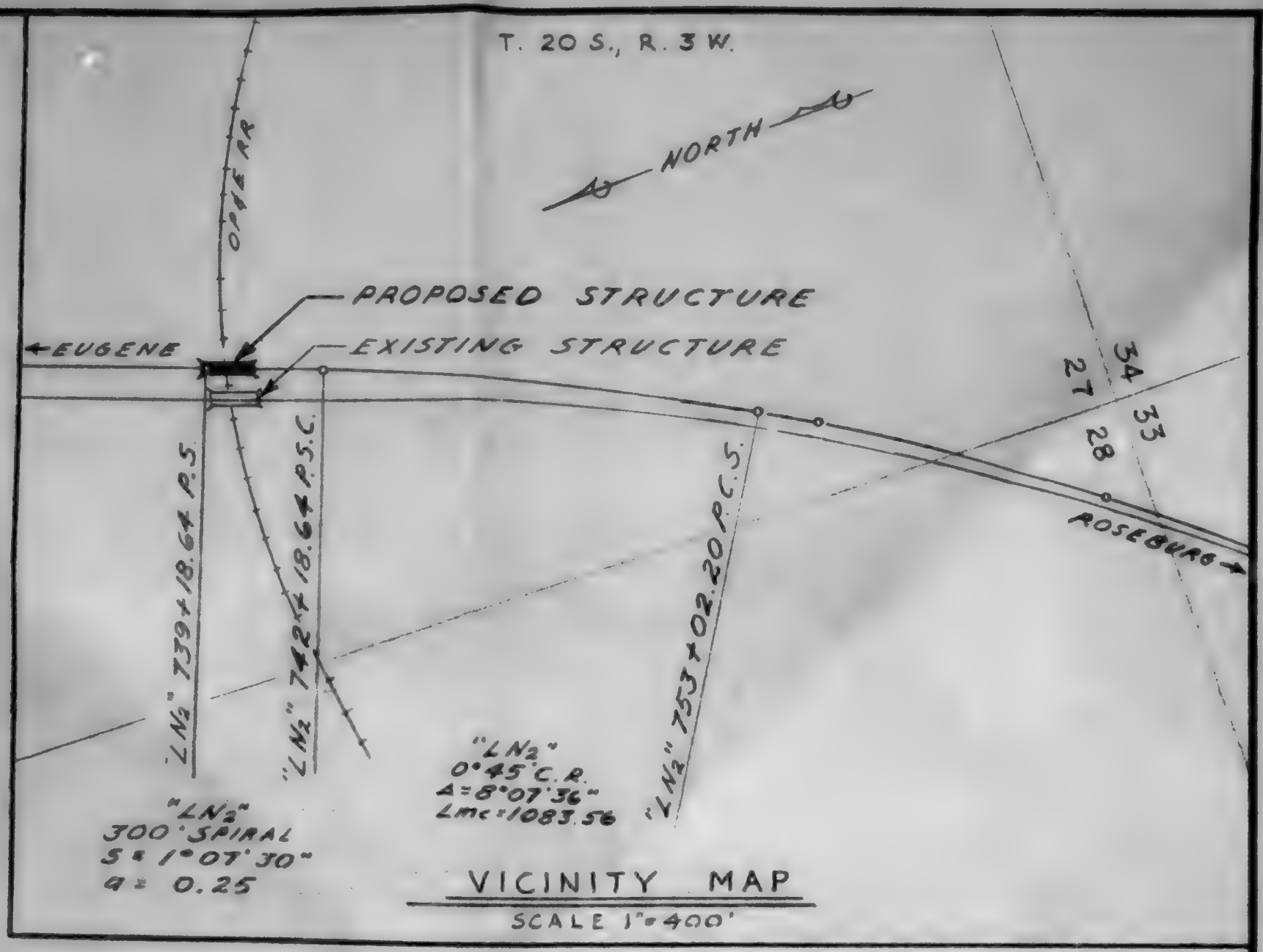
SCALE 1"=400'



SUPERELEVATION DIAGRAM

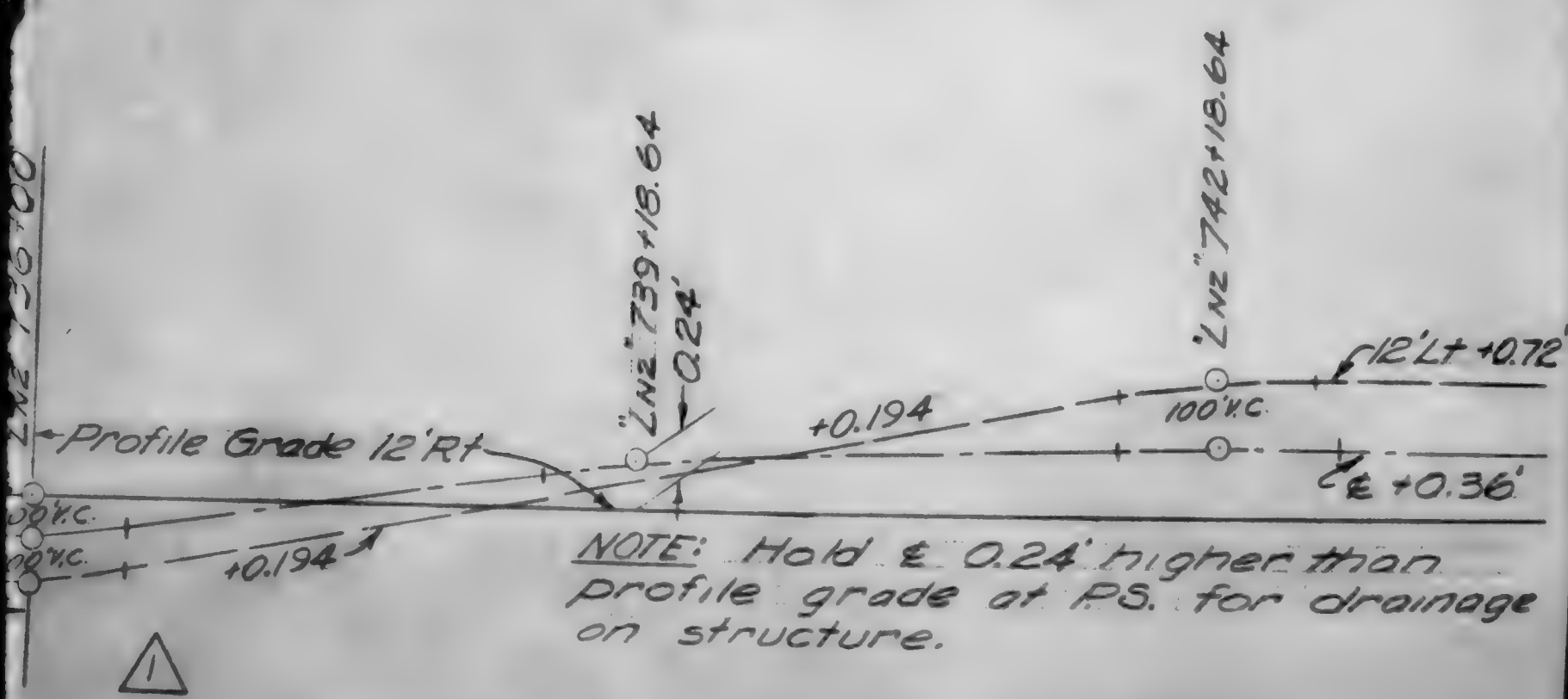
(Max. Super Rate 0.03'/ft)

No Scale



VICINITY MAP

SCALE 1"=400'



NOTE: Hold ℄ 0.24' higher than profile grade at P.S. for drainage on structure.

SUPERELEVATION DIAGRAM

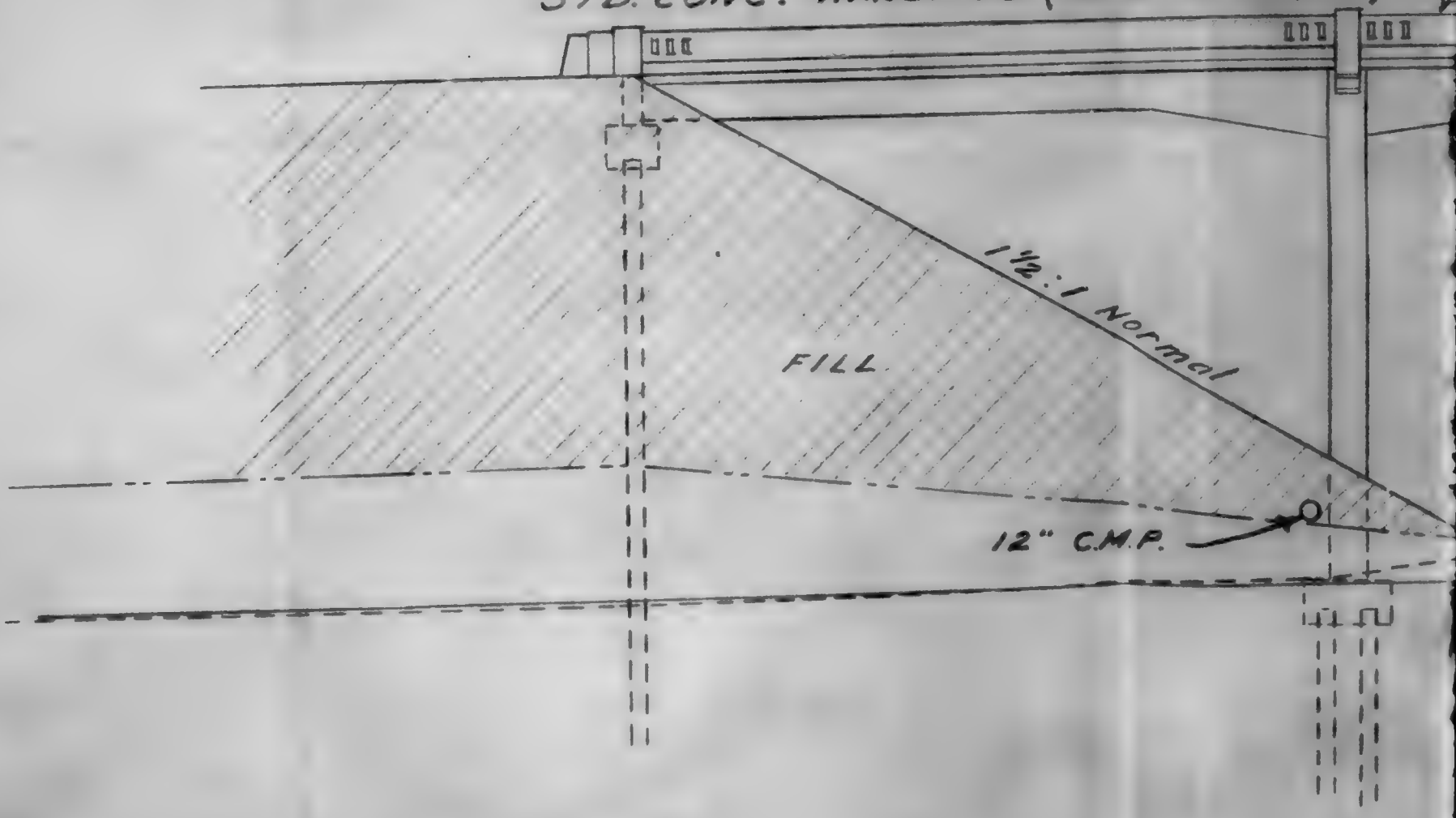
(Max. Super Rate 0.03'/ft)

NO Scale

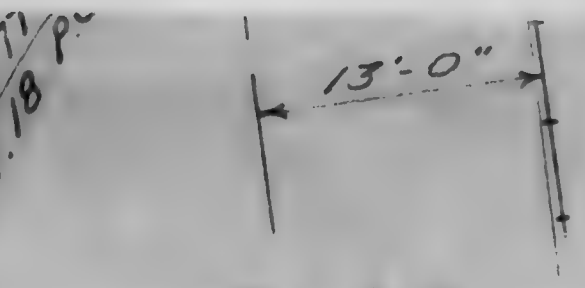
"LN2" 739+18.6

"LN2" 739
R.R. 38

STD. CONC. HANDRAIL (DWG. NO. 13722)



"LN2" 739+69.71
R.R. 38+07.18 P.

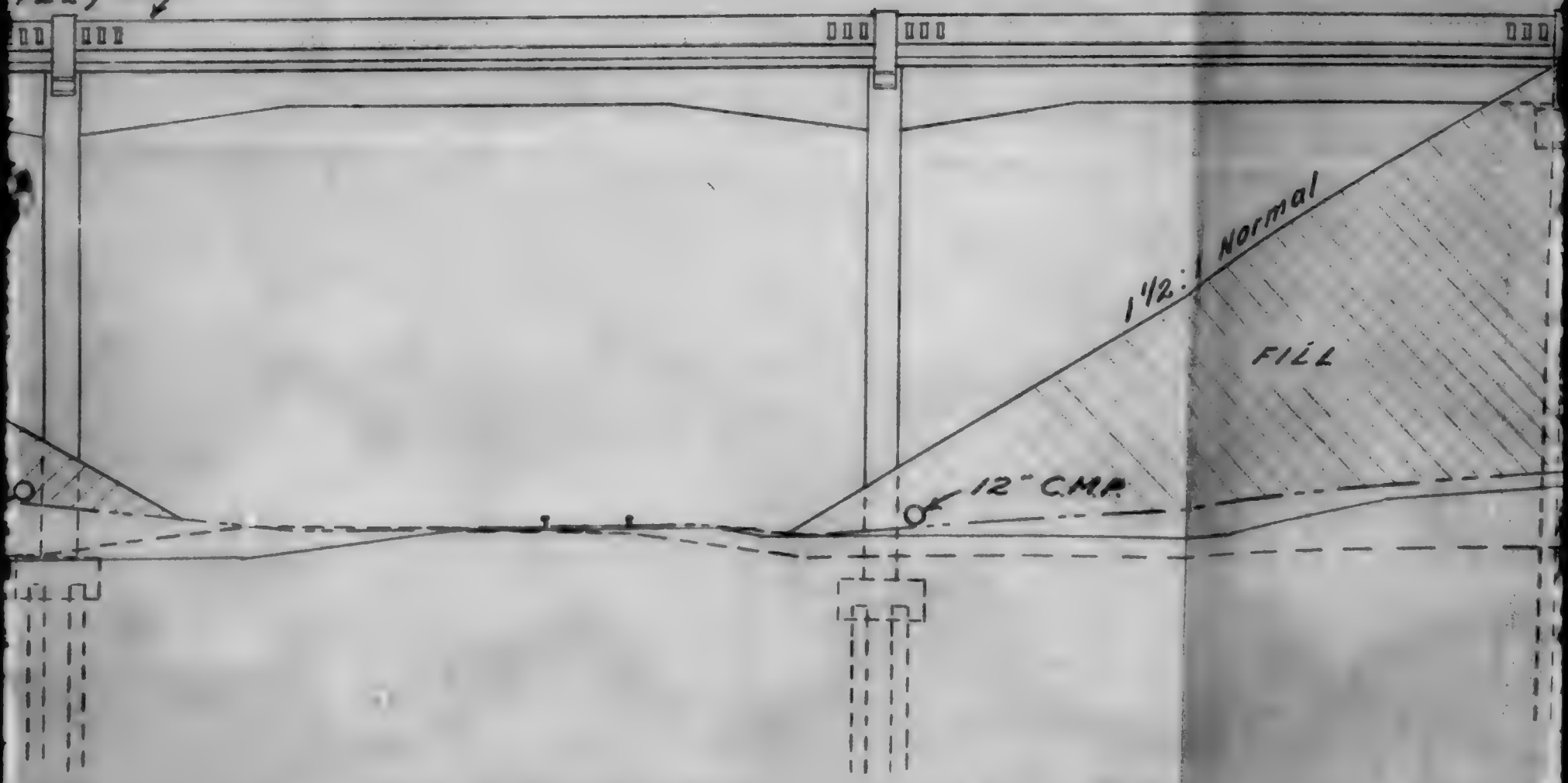


PLAN

SCALE 1" = 10'-0"

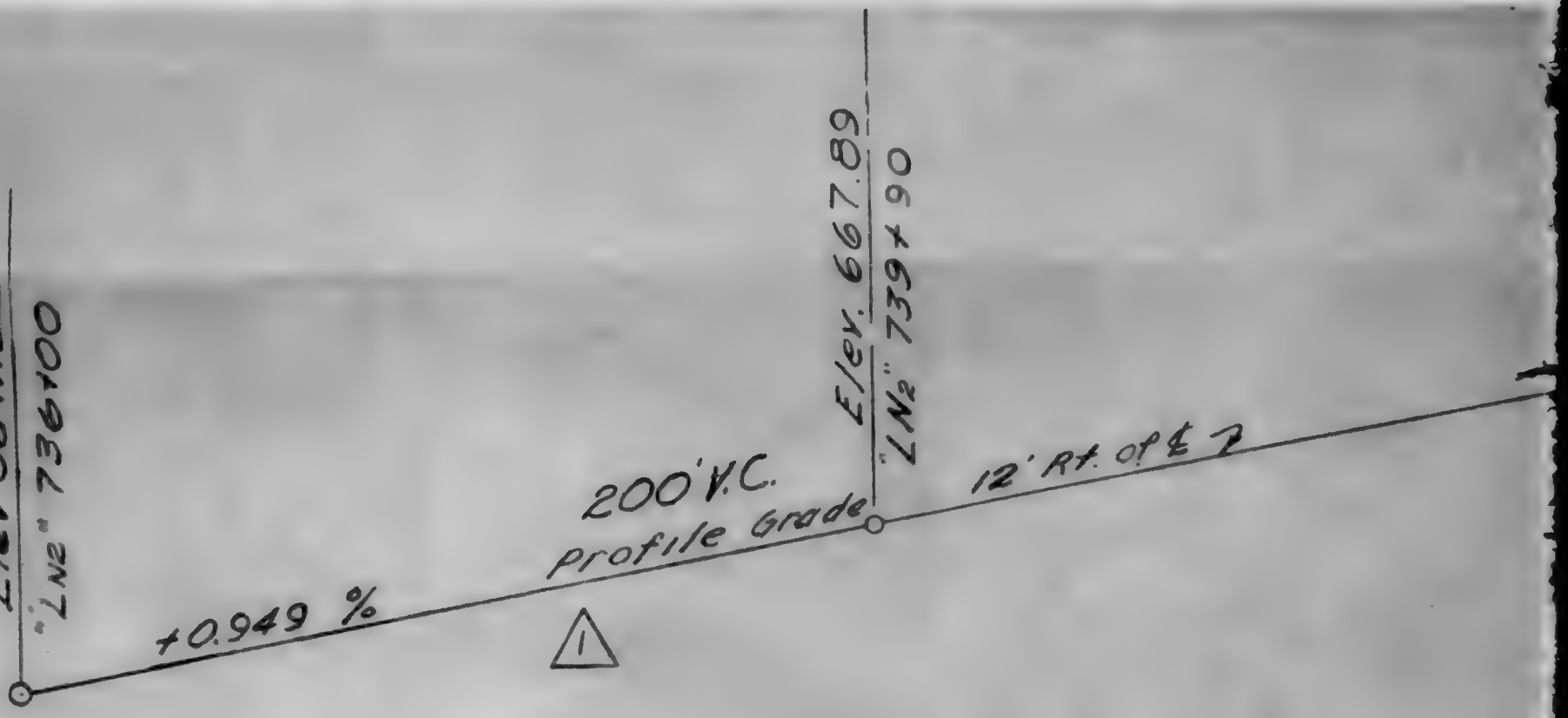
300 SPIRAL
S = 1° 07' 30"
q = 0.25

(722) →



ELEVATION

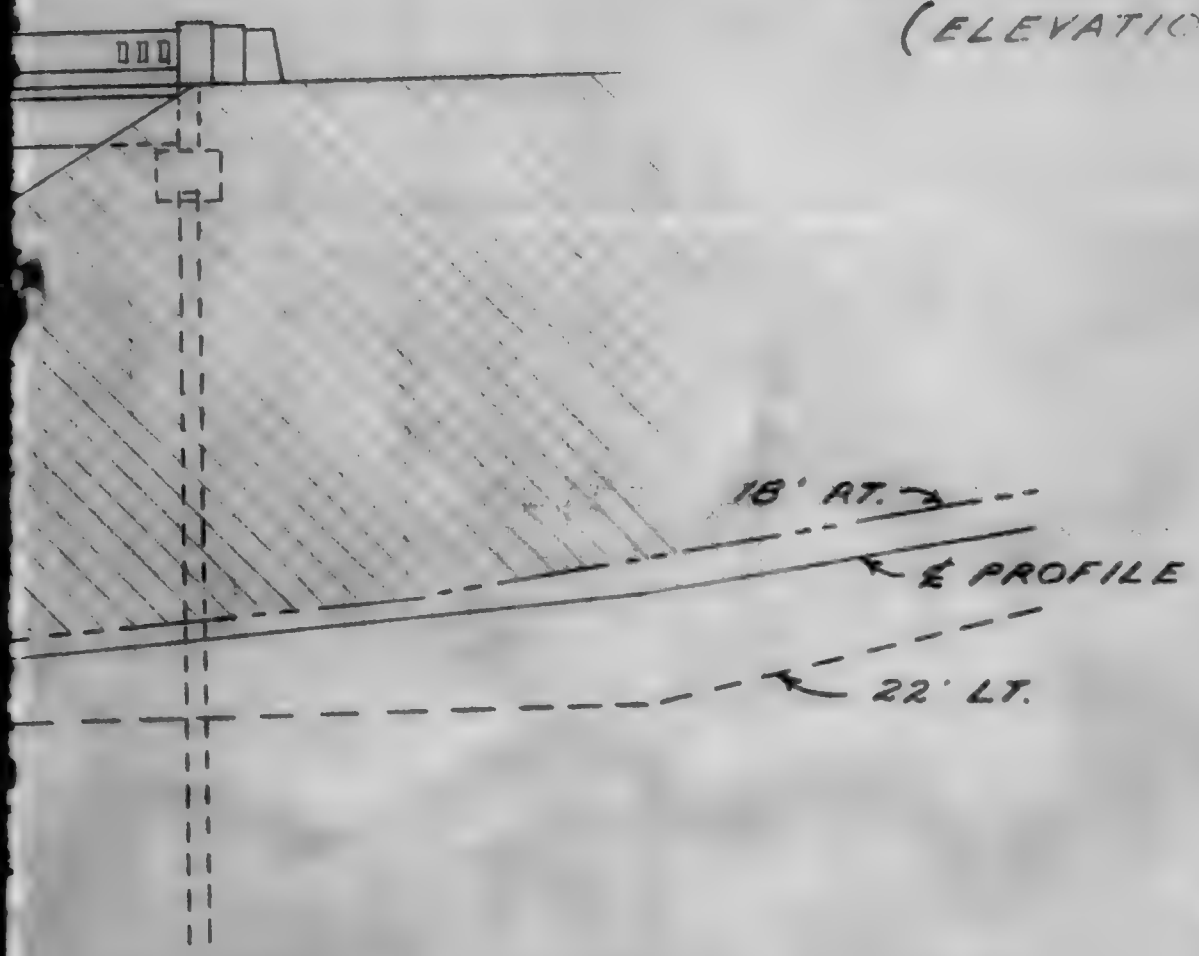
SCALE 1" = 10'-0"



GRADE LINE DIAGRAM

NO SCALE

(ELEVATIONS SHOWN ARE FIN. GRADE)



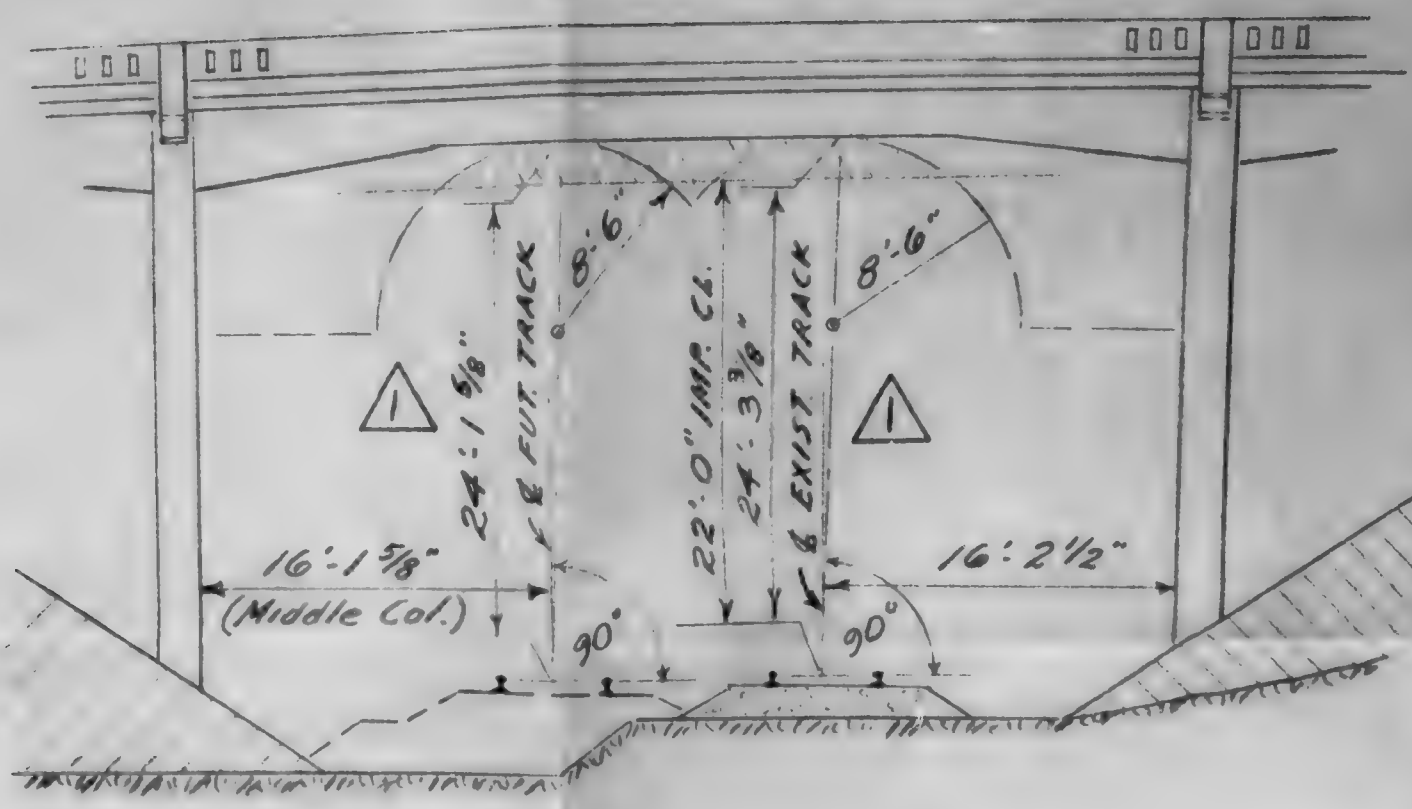
1 Revised 3-6-61 D.O.C.

(Max. Super Rate 0.037ft/ft)
NO Scale

+1.3623 %

GRAM

RADE)



CLEARANCE DIAGRAM

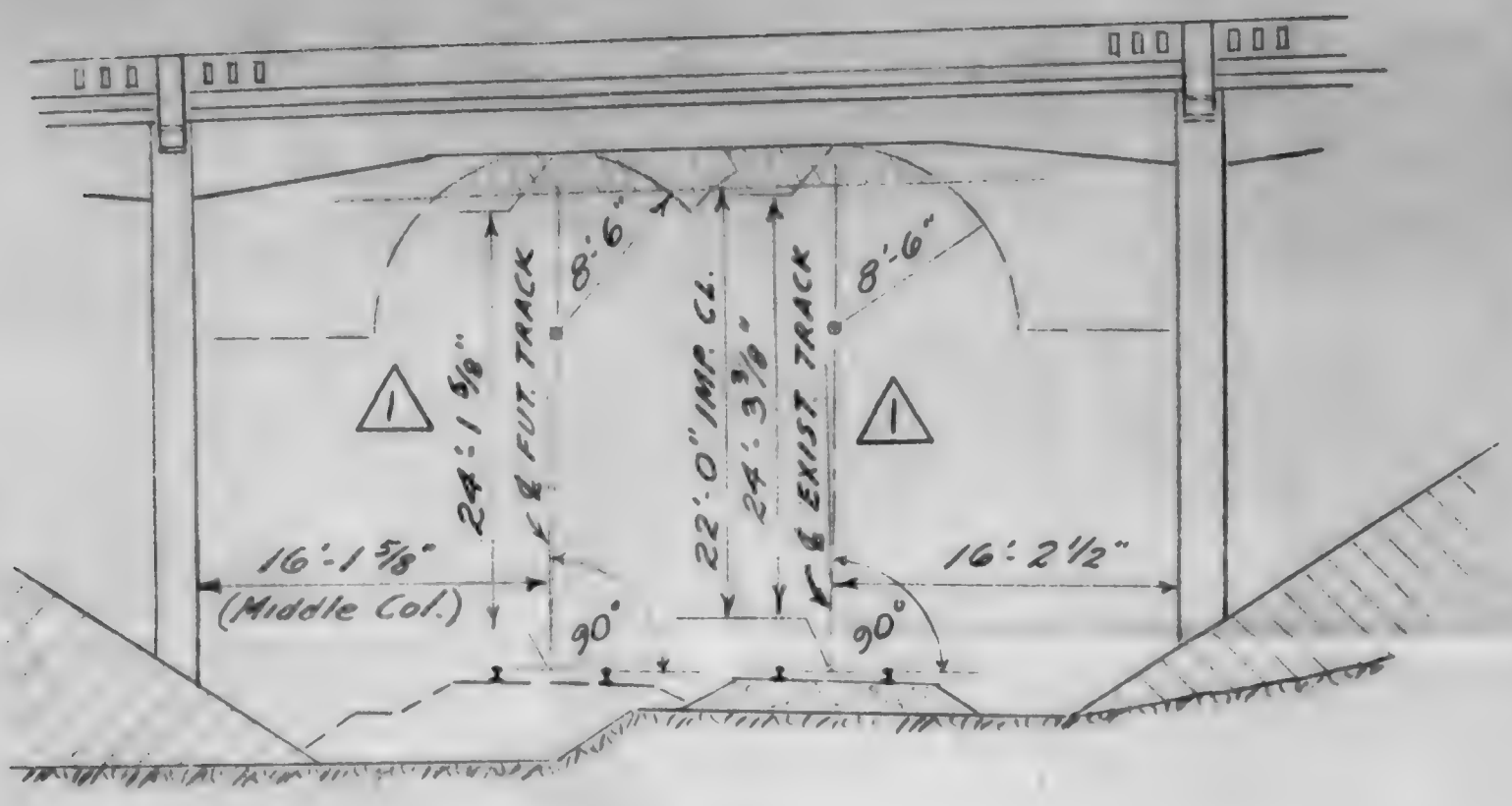
NO SCALE

O.C.

APPROVED: Ivan D. Merchant, BRIDGE ENGINEER ASST. STATE HIGHWAY ENGINEER STATE HIGHWAY ENGINEER	OREGON STATE HIGHWAY DEPARTMENT BRIDGE DIVISION NORTHBOUND PACIFIC HWY. O'XIN OF OREGON PACIFIC & EASTERN RAILRO GOSHEN - DIVIDE SECT. LANE COUNTY PLAN & ELEVATION
DESIGNED ..... CHECKED ..... DRAWN DOC-HLS CALC. BOOK	DATE 12-15-60 BRIDGE NO. 7830A ACCOMPANIED BY DWGS ..... SHEET 1 OF 1 DRAWING NO. 7830A-A

(Max. Super Rate 0.03 ft/ft)
NO Scale

23%



CLEARANCE DIAGRAM

NO SCALE

VED:

e D Merchant
E ENGINEER

STATE HIGHWAY ENGINEER

HIGHWAY ENGINEER

NED.....
N DOC-HLS

CHECKED.....
CALC. BOOK.....

OREGON STATE HIGHWAY DEPARTMENT
BRIDGE DIVISION

NORTHBOUND PACIFIC HWY. O'XING
OF
OREGON PACIFIC & EASTERN RAILROAD
GOSHEN-DIVIDE SECT.
LANE COUNTY

PLAN & ELEVATION

DATE 12-15-60 BRIDGE NO. 7830A

ACCOMPANIED BY DWGS.....

SHEET 1 OF 1

DRAWING NO. 7830A-A

RECEIVED
MAR 17 1961
FOR FILING

Salem, Oregon
March 15, 1961

Mr. Leonard I. Lindas

Cottage Grove-Divide Section
Pacific Highway - Lane County

The State proposes to construct an additional two lanes in the section between Cottage Grove and Divide converting the present road to interstate standards. This will involve a second and parallel overcrossing of the tracks of the Oregon, Pacific and Eastern Railroad Company and will require that we enter into an easement agreement and a construction agreement for this overcrossing.

The Railroad previously granted an easement for the first overcrossing under date of May 24, 1954. A copy of the easement agreement is in RW 21500, which file is attached hereto. The "General Provisions" other than the description in Article 1. could well be duplicated for the present easement agreement. I would suggest that Article 1. be revised to read something along the following lines: "Railroad, under an easement agreement dated May 24, 1954, granted to State an easement across certain of its properties, specifically described in above-cited easement. State now proposes to construct a second crossing of Railroad's tracks and will require an additional easement as provided in the following description and as shown on State's Drawing 1R-5-1470, dated February 1961, and attached hereto as Exhibit A" and following the above, the description as given in the attached description.

It will also be necessary that we enter into a construction agreement. A copy of the construction agreement for the present viaduct is included in RW 21500 but it will require considerable revision. The last clause of Article 1. under "Recitals" should be modified as follows: "in the location shown colored in green on attached State Highway Department Drawing 1R-5-1470, dated February 1961".

Article 2. of "Recitals" revise to read as follows: "State will secure necessary permission and authority from the Public Utility Commissioner of Oregon for the maintenance and use of such structure."

Article 3. of "Recitals" appears applicable as written.

Under "Agreements" in Article 1. the drawing numbers should be changed to read Drawings Nos. 7830A-A and 16302.

Article 2. of "Agreements" needs extensive revision. It is suggested that the following be used:

"Railroad shall furnish such watchmen, flagmen and inspectors as it may deem necessary to safeguard its property and the movement of engines, trains and cars at said location. State's contractor shall observe Railroad's rules and regulations, and all work in connection with the construction of said structure shall be done at such times as not to interfere with operations of Railroad. In general, Railroad will furnish such personnel or other protective services:

(a) When any part of any equipment is standing or being operated within ten (10) feet, measured horizontally, from center line of any track on which trains may operate, or when any erection or construction activities are in progress witnin such limits, regardless of elevation above or below track.

(b) For any excavation below elevation of track subgrade if, in the opinion of Railroad's representative, track or other Railroad facilities may be subject to settlement or movement.

(c) During any clearing, grubbing, grading, or blasting in proximity to Railroad which, in the opinion of Railroad's representative, may endanger Railroad facilities or operations.

(d) During any of Contractor's operations when, in the opinion of Railroad's representative, Railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines or pipe lines, may be endangered.

All work to be done hereunder by Railroad except engineering work shall be done by its employes working under railroad labor agreement. All work shall be done on a force account basis, the cost thereof to be paid to Railroad by State in the manner hereinafter set forth.

All necessary expenses incurred by Railroad in connection with the construction of the said structure shall be reimbursed by State to Railroad; provided, however, that Railroad shall not bill State for any general administrative or overhead charges. The estimated cost of the work to be performed by Railroad at expense of State is hereby set forth and summarized as follows:

Watchman: (Shop Helper)

Rate: Straight Time - $2.35/Hour
Overtime - $3.525/Hour

3 Month Construction Period @ 21Days/Mo. - 63 Days

$2.35 x 8 Hrs. Straight Time/Day	$18.80 Day	
$18.80 x 63 Days		$1,184.40
Payroll Taxes: $1,184.40 x 14%		165.82
Direct Supervision: 15%		177.66
Mileage: 2Mi./Day at .08/Mi. (126 x .08)		10.08
Total		$1,533.96

Fencing:

Labor: (Based on 1 Crew Day Straight Time)
Overtime Rates 1-1/2 " "

1 Foreman at $2.66 ($2.66 x 8)	21.28
6 Section Men at $2.26 ($2.26 x 48)	108.48
Payroll Taxes: ($129.76 x 14%)	18.17
Direct Supervision: 15%	19.46
	$167.39

Materials:

Posts and Wire:	$175.00
Total	$342.39

Article 3. of "Agreements" should substitute the words "Policy and Procedure Memorandum 20-10, dated October 3, 1958, of the Bureau of Public Roads, Department of Commerce" for the wording in the existing agreement reading "General Administrative Memorandum No. 325 of the Bureau of Public Roads, Department of Commerce".

In Article 4. starting with the second work in the first line of page 3, the following should be used: "shall be segregated from other reimbursable work in Railroad's billing to State. Railroad agrees to submit its billing to State for all reimbursable work within 120 days after completion of the project, and State agrees to pay Railroad the cost of such work within 60 days of receipt of such bills from Railroad." The second paragraph of Article 4. seems applicable.

Articles 5. to 10. inclusive of the 1954 agreement can be used as written.

In Article 11. the reference to "Works Program General Memorandum No. 32" should be changed to read "Policy and Procedure Memorandum 30-12, dated March 5, 1959, of the Bureau of Public Roads, Department of Commerce", and in the first line on page 5 of Article 11. the words "same limits" should be changed to read "for limits not less than specified".

I am attaching hereto four prints from the drawing referred to which are to serve as exhibits for the original and duplicates of both the easement agreement and the construction agreement. Additional copies may be obtained from Stuart Couper.

It would be appreciated if you would have these agreements prepared. When you have finished, please return the RW file to Mr. Saling.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:as

P.S.: In the above where I have cited Policy and Procedure Memorandums, it should also be said "and subsequent supplements and amendments thereto".

G.S.P.

DESCRIPTION CON

Oregon Pacific & Eastern Railway Company

Goshen-Divide Section

Lane County

File No. 32648
RR 1-13-61
7B-23-16

Pacific Highway

Permanent Structure Easement

A parcel of land lying in the John Cochran D. L. C. #55, Township 20 South, Range 3 West, W.M., Lane County, Oregon, and being a portion of the Oregon Pacific and Eastern Railway Company right of way, lying in said John Cochran D. L. C. #55; the said parcel being that portion of said Railway right of way included in a strip of land, which strip of land is bounded on the Easterly side by a line parallel to and 200 feet Easterly of the center line of the relocated Pacific Highway and bounded on the Westerly side by a line which is parallel to and 100 feet Easterly of said center line. The center line of said relocated highway intersects the center line of said railroad right of way at Highway Engineer's center line Station 739+81.47, which intersection is at Railroad Engineer's center line Station 36+83.08. The right of way of said railroad is 60 feet in width, the center line of which is a 2° 40' curve to the right running in an Easterly direction, the tangent to which curve at said point of intersection at Railroad Station 36+83.08 bears South 79° 04' 18" East (Highway bearing) equals South 80° 48' 48" East (Railroad bearing) and forms an angle of 80° 15' 42" with said highway center line, which bears South 20° 40' West. The intersection of said highway center line (Station 739+81.47) with the center line of said railroad (Station 36+83.08) is North 33° 06' 54" West, 1105.56 feet from the Southeast corner of said John Cochran D. L. C. #55.

The parcel of land to which this description applies contains 0.14 acre.

lw/mw

Sec. 27

P.O.C. 36+83.08 =
P.O.T. 739+81.47

P.I. 39+66.24 Bk =
38+17.53 Ah.

75'
100'
100'

Note:
1° 44' 30" brg. eq. Lt.
R.R. to Hwy. brgs.

N. 78° 37' 20" E.

B.C. 29+12.00

80° 15' 42"

Tang. Brg. S. 80° 48' 48" E.

S. 18° 55' 30" W.

N. 33° 06' 54" W. - 1105.56'

60'

E.C. 48+71.77

S. 49° 06' 40" E.

S.E. Cor. John Cochran
D.L.C. #55

Stone

S. 89° 38' 54" E.

D = 2° 40' C.R.
Δ = 52° 16'
Δs = 20° 33' 52"
T = 1054.24'
L = 1959.77

OREGON STATE HIGHWAY DEPARTMENT

EASEMENT ACROSS O.P. & E. RWY. CO.

PACIFIC HIGHWAY
LANE COUNTY

Scale: 1" = 400'

Feb. 1961

Dwg. No. 1R-5-1470

Easement Area Granted May 24, 1954

Easement Area Requested Feb. 1961

W. LINE, JOHN PARTIN D.L.C. NO. 64
E. LINE, JNO. COCHRAN D.L.C. NO. 55
ANNE
ALBERT C. &
VOL. 976
Sold to Woodard Hotels Inc.
Reel 147 - 60D
#89751
GEORGE E & ETTA FINNERTY
Deed RW 14940
Reel 38 '54D
VOL. 359 - P. 29-30
Deed RW
Reel 43
21229
FINNERTY
P. 436-7
1/4 SECTION LINE
190'
200'
730'
735'
S. 20° 40' 00" W.
Deed RW 14597
Reel 38 '54D
21231
Deed RW 15766
Reel 58 '56D
21230
21232
R.M. & CAROLINE C. JOHNSTON
VOL. 362 - P. 334
CHERRY
Sh.
Ho.
RA
1
3

INE POOLE COLE
21232 (4)

Sold to Woodard Hotels Inc
Reel 147-60D #89751
(RA)

C. & LILLIAN POOLE
VOL. 376 - P. 431-2

21232 (3)

Deed RW 15354
Reel 43 54D
(RA)

21232 (1)

21232 (2)

80°15'42"

735'

200'

110'

21500

740'

100'

80'

RR 436

75'

3264.8'

R.R. 2°40' CR.
Δ = 52°16'
L = 1960.00'
R = 2145.59'
T = 1054.13'
E = 244.66'

WHITE POST FD.
N. 787,633.45'
E. 1,320,282.95'

See 7B-24-

May 24, 1954

STONE MARKER

N 382,000
E 1,382,000

O L E

40

R.R. 2°40'CR.
Δ = 52°16'
L = 1960.00'
R = 214.59'
Ts = 1054.13'
Es = 244.66'

200'
110'
21500
740
100'
80'
RR 436
75'

See 7B-24-15

May 24, 1954

White Post F
N 787,834.81
E 1,37

RA

436-7

S. 20° 40' 00" W.

730

190'

200'

735

Deed RW 14597
Reel 38 540

21231

Deed RW 15766
Reel 58 155D

RA

21230

21232

H.H. & CAROLINE C. JOHNSTON
VOL. 362 - P. 334

WHITE STAKE SET.
N. 788,226.30
E. 4388.

S.E.COR.

100'

ickerbocker et ux
~~BURROWS~~
~~L. 280 P. 648 &c~~

EUGENE S. & ROSEMARY
WERT
VOL. 406 - P. 695

Gar.

Ho.

LOT 13

N.E. COR. HARVEY SUB. DIV.

I.P.FD
N. 788,650.98
E. 1,328,297.03

H A R L

LOT 11

LOT 12

Gar.

CO. RD. NO. 1178 (19TH ST.)

LOT 1

LOT 2

P. 436-7

No.

S. 20° 40' 00" W.

730

190'

200

735

Deed RW 14897
Reel 38 540

21231

Deed RW 15766
Reel 58 155D

(1)

(1A)

No.

E.H. & CAROLINE C. JOHNSTON
VOL. 362 - P. 334

21230

21232

WHITE STAKE FD.
N. 708,330.38
E. 4328.48

ickerbocker et ux
t. BURROWS
VOL. 230 P. 648 ff

EUGENE S. & ROSEMARY
WERT
VOL. 406 - P. 693

No.

Gar.

No.

100

No.

N.E. COR. HARVEY SUB. DIV.

I.P.F.D.
N. 708,650.92
E. 1,328,297.03

Gar.

LOT 12

No.

H A R L E Y

LOT 11

S U B

DIV

CO. RD. NO. 1178 (19TH ST.)

LOT 1

LOT 2

See 7B-24-

21232 (1)

21232 (2)

21500

735'

200'

110'

740'

100'

80'

75'

RR 136

May 24, 1954

WHITE POST FD.
N. 787,933.45'
E. 1,328,982.96'

White Post FD
N. 787,834.81'
E. 1,328,352.87'
RW 15354
Sold

RA

GEORGE J. & JANICE M. ZUSTIAK
No.
Vol. 417-P. 550

S.E. COR. HARVEY SUB. DIV.

I.P. FD.
N. 787,986.64
E. 1,328,277.49

100'

No.

LOT 13

No.

LOT 14

N. 788.000
E. 1,328.000

L 739+81.47 P.O.T.=
R.R. 37+32.06 P.O.C.
36+83.08

R.R. Sta. by Carl W. Roynor
Engineer for O.P. & E. Ry. Co.

OREGON PACIFIC & EASTERN RAILWAY

25'

30'

30'

30'

JB

D

LOT 1

LOT 2

LOT 17

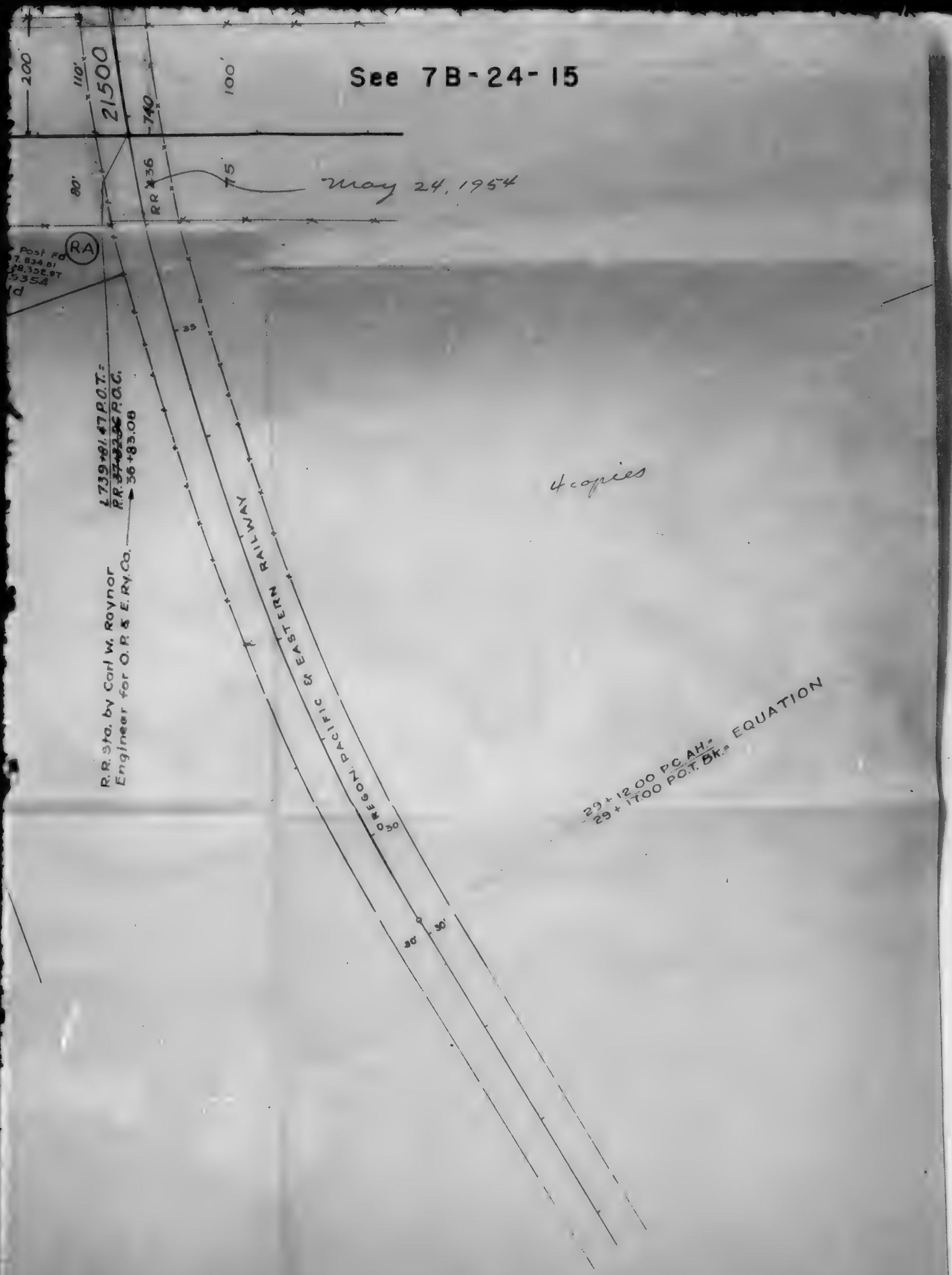
HARVEY ROAD

SECTION 4

See 7B-24-15

May 24, 1954

4 copies



RECEIVED
MAR 9 1961
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 7, 1961

SUBJECT: Overcrossing O.P. & E.R.R.
PUC Permit Application
Br. No. 7830A

To:

Mr. Glen Sorenson
Assistant Council

The proposed reconstruction of the Pacific Highway East of Cottage Grove from the present two lanes to four lanes will require an overcrossing of the Oregon, Pacific and Eastern Railroad. An overcrossing of the O.P.E. Railroad on the existing highway was constructed in 1954. This existing structure will carry the southbound traffic and the proposed structure will carry northbound traffic upon completion.

At the point of crossing the structures will be on a tapering width of median with centerlines of southbound and northbound roadways 74' or less apart. Two prints each of Drawings No. 7830A-A and 16302, Plan and Elevation and Vicinity Map respectively, are attached. The proposed structure intersects the railroad at LN2 Sta. 739+69.77 P.O.S. equals RR Sta. 38+07.18 P.O.C. with an intersection angle of 82°-11'-32" tang. to tang. The structure is in the S.W. 1/4 of Sec. 27, T20S.R3W. W.M. The structure will consist of three spans of RCDG with span lengths of 38', 48' and 38' for an overall length of 124'. It will have a 40' roadway between curbs and no sidewalks and will be on an ascending grade of +0.949% from the north and a descending grade of - 1.3623% from the south connected by a 200' vertical curve. Ultimate clearances will be as shown on Drawing No. 7830A-A. It will be necessary to impair the vertical clearance to 22'-0" and the horizontal clearance to 9'-0" each side of track centerline during the construction period.

The proposed construction is on Interstate Highway No. 5 (Pacific Highway) and is considered to be of no benefit to the railroad. It will be constructed with funds of the State and Federal Government and the railroads will be reimbursed for their necessary costs as permitted by PPM 30-3 with additions and supplements as issued by the Bureau of Public Roads.

The State will prepare the construction and easement agreement and plans and specifications for construction of the project, award a contract and supervise construction. Upon completion the state will maintain the structure, highway embankments and other highway facilities at it's expense.

NOTED
G. S. PAXSON

The railroad, at the expense of the project as permitted by PPM 30-3, will furnish watchman and flagman services to protect it's operations during the construction period and remove and reinstall in permanent position right of way fences as required. Upon completion the railroad will maintain it's present railroad facilities and install and maintain any future railroad facilities and appurtenances at it's own cost.

At the present time there is an ADT of 4900 vehicles on the two line Pacific Highway at the existing overcrossing. Upon completion of the project it is estimated that there will be an ADT of 2450 on the southbound structure and 2450 on the northbound structure with normal increase to 5250 on each roadway or a total of 10500 in 1975. A crossing at grade would not be in the best interest of the traveling public and would not be permitted on the Interstate System. There is an average of four train movements daily.

Will you please prepare a petition for a PUC hearing on this overcrossing project.

Ivan D. Merchant
Bridge Engineer

IDM/kcm
cc: G. S. Paxson
Enc.

RECEIVED
MAR 8 1961
OFFICE OF
STATE ENGINEER

RECEIVED
MAR 15 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 2, 1961

Georgia Pacific Corporation
P. O. Box 249
Springfield, Oregon

Attention: Mr. Carl Raynor

Gentlemen:

Re: Railroad Overcrossing O.P.E. Railroad
Bridge No. 7830A

This is to confirm the items discussed at our meeting on the job site on February 28.

The construction agreement will be prepared by the Highway Department, and will follow in general the agreement written for the present structure in 1954. The only revisions will be those pertinent to this particular crossing, and those made necessary by changes in Bureau of Public Road procedures.

I am sorry that I am not able to send you at this time up-to-date copies of PPM30-3 and 21-10, however, these will be sent you in the next few days for your guidance.

The easement agreement will also be prepared by the Highway Department and as we discussed the additional easement will be 100' in width across your 60' right of way on the easterly side of the crossing. A Public Utilities Commission application will be made in the very near future for permission to build the second crossing.

This project is considered to be of no benefit to the railroad, and no contribution of funds from the railroad will be required. The railroad will be reimbursed for all items reimbursable under PPM30-3.

Clearances will be as shown on Drawing No. 7830A-A except that the vertical clearance may be increased a slight amount. These clearances in all cases exceed minimum PUC clearances and the clearances under the existing structure. Material required from you so that the agreement may be completed are your reimbursable costs for watchman and flagman services, and costs for removing and replacing any right-of-way fences. Your overall estimate of cost for these items is requested. In addition

NOTED
G. S. [illegible]

it will be necessary for you to furnish us a list of personnel who might be employed on protective services as watchmen and flagmen with their wages broken down to an eight-hour basis. Also, the overtime rate and allowances for compensation insurance, vacation and holiday time, railroad retirement, and unemployment taxes, accounting and billing charges, travel time, and other costs incurred by railroad in connection with the protective services.

The copy of "Relations with Railroad Company" which I left with you has a paragraph entitled "Railroad Protective Service". This paragraph is our interpretation of when the railroad would require watchman and flagman services to protect your operations, and I ask that you advise me if this wording is satisfactory.

We are very anxious to have the various agreements completed and to your Company at the earliest possible date, and for this reason, I would appreciate having the above-mentioned material as soon as possible.

Please advise if there is anything further that you need in order to complete the above requests.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

IDM/mm

cc: Mr. G. S. Paxson

Mr. G. S. Paxson: ✓

While on the site of the subject job with Mr. Raynor on Tuesday, Mr. Raynor called my attention to the fact that the fills underneath the structure on the south side had sloughed down close to the track. Several good-sized rocks had rolled down from the slope and were lying adjacent to the track, and would form a hazard for trainmen walking along the track. As it is our responsibility to maintain this slope I believe the DMS should make an inspection of this and correct the infringement on the track area. At the present time there is a road available from the upper level, and I believe that an hour's use of a front end loader would correct the situation, however, the railroad should be notified when this is done as the site of the work is on a curve, and there could be conflict with train operatinns.

IDM.

21-3355 Fogarty Creek State Park, 1962
Grading & Shelter Latrine
#6022

RECEIVED
JAN 3 1963
FOR FILING

January 2, 1963

The Aetna Casualty & Surety Co.,
Portland Service Department
300 Yeon Bldg.,
Portland 4, Oregon

Gentlemen:

On November 20, 1962, you were notified of the release of final payment on contract #6022, awarded to Smith Transfer, for grading-shelter latrine in Fogarty Creek State Park in Lincoln County.

Final payment on this contract is $4,198.44 and the total contract amount is $37,809.16. No work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: The Aetna Casualty & Surety Co.,
Jewett, Barton, Leavy & Kern
Lewis Bldg.,
Portland 4, Oregon

cc: Smith Transfer
367 South Main Street
Toledo, Oregon

cc: C. H. Maison

RECEIVED
NOV 21 1962
FOR FILING

November 20, 1962

Aetna Insurance Co.
220 Bush Str.
San Francisco 4, California

Attention: Bond Dept.

Gentlemen:

Contract #6022 awarded to Smith Transfer Co. Contractor, for grading-shelter intrine on Fogarty Creek State Park in Lincoln County was completed November 6, 1962, and was accepted by the Highway Commission on November 6, 1962.

Final Payment will be released to the contractor as soon as payment processing can be completed, but in no event before November 28, 1962.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ml

cc: Smith Transfer
367 So. Main St.
Toledo, Oregon

Jewett, Burton, Leavy & Kern
Lewis Bldg.
Portland 4, Oregon

P. M. Stephenson
L. H. Young
Ivan Merchant
C. H. Maleen

NOTED ON CARL

RECEIVED
NOV 20 1962
FOR FILING

November 16, 1962

Oregon State Highway Commission

Gentlemen:

Work was completed November 6 on Contract 6022. The contract was with the Smith Transfer Company and was for work in the Fogarty Creek State Park on the Oregon Coast Highway in Lincoln County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective November 6, 1962, and that you concur in this procedure at the Commission meeting on November 20.

It is assumed that if you have no objections to this action and you do not advise me to the contrary I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
P. M. Stephenson
V. B. Wolfe
Ivan Merchant
L. H. Young
C. H. Nelson

PMS:er

RECEIVED
JAN 7 1964

FOR FILING

6022

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 13, 1962

SUBJECT:

To: Mr. P. M. Stephenson
Ass't. State Highway Engineer

OFFICE

Smith Transfer Company completed work on Contract No. 6022, Fogarty Creek State Park on the Oregon Coast Highway in Lincoln County, on November 6, 1962. This contract is ready for acceptance by the Commission.

This is a State project and does not require final inspection nor concurrence in acceptance by the Bureau of Public Roads.

Ivan D. Merchant
Bridge Engineer

CAG:dl

cc: Floyd Query
D. B. Parkes

RECEIVED
NOV 13 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 15 1962
FOR FILING

COMMISSIONERS
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

6022

February 15, 1962

Smith Transfer
367 South Main Street
Toledo
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #6022, awarded January 19, 1962, for grading-shelter latrine in Fogarty Creek State Park, Lincoln County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
FEB 15 1962
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

February 15, 1962

The Aetna Casualty & Surety Co.,
Portland Service Department
300 Yeon Bldg.,
Portland 4, Oregon

Gentlemen:

Enclosed is a copy of a contract awarded by the State Highway Commission, the details of which are given below.

We are sending you this copy for your files as you appear as surety on the performance bond furnished by the contractor.

Contract #6022, awarded January 19, 1962,
to Smith Transfer for grading-shelter latrine
in Fogarty Creek State Park, Lincoln County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

cc: The Aetna Casualty & Surety Co.,
Jewett, Barton, Leavy & Kern
Lewis Bldg.,
Portland 4, Oregon

RECEIVED
FEB 7 1962
FORM E-SOX—SOM—11-61—40221
FOR FILING

6622.

D Cook

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 6, 1962

SUBJECT:

To: Mr. D. B. Parkes
Contract Payments

OFFICE

Smith Transfer began work on the Fogarty Creek State Park Facilities project off Highway 101 in Lincoln County, Contract No. 6022, on January 31, 1962.

Ivan D. Merchant
Bridge Engineer

dl

cc: Floyd Query

NOTED
FLOYD QUERY

RECEIVED
FEB 2 1962
FOR FILING

J B
L & K

PARTNERS EMERITUS
Charles S. Barton
J. Stuart Leavy

PARTNERS
Harry Hollister
Addison P. Knapp
William B. Johnson
Gifford E. Bass
William W. Jewett
Ralph D. Floberg
H. Hallock Bartlett

PARTICIPATING ASSOCIATES
Thomas J. Fohl
Thomas K. Sammons
Peter R. Smith

ASSOCIATES
Joe Battaglia
Dean L. Jones
Clarke P. Miller
Howard H. Metcalf
Donald G. Drais
William A. Missfeldt
G. H. (Hal) Burnett
John B. Charlton
Clifford R. Herrall
John A. Maynard
Robert G. Bowden

JEWETT, BARTON, LEAVY & KERN

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6022

February 1, 1962

Oregon State Highway Department
Salem, Oregon

files

Re: Smith Transfer
Highway Contract No. 6022
The Aetna Bond No. 42 S 22413

Gentlemen:

We are enclosing two executed copies of the captioned contract and bond for Fogarty Creek State Park grading and shelter latrine.

Please contact us should there be any questions.

Very truly yours,

JEWETT, BARTON, LEAVY & KERN

Ralph D. Floberg
Ralph D. Floberg

RDF/la

Enclosures

cc: Smith Transfer

RECEIVED
FEB 2 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 26 1962
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

6022

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM
January 25, 1962

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Smith Transfer
367 South Main Street
Toledo
Oregon

Gentlemen:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission, as follows:

Contract #6022, awarded January 19, 1962, for grading-shelter latrine in Fogarty Creek State Park in Lincoln County.

Please execute two of these copies as to contract and bond, and return both copies to this office for execution by the Highway Commission. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT SO IT WILL NOT BE NECESSARY TO RETURN THE FORMS TO YOU FOR CORRECTION.

The third copy of the contract, on the cover of which is stamped "ADVANCE COPY to be Retained by Contractor," is furnished for your information pending receipt of a copy containing the signatures of the State Highway Commission.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

PS: Just a reminder to have your signatures read the same as your names are given on the Contract and Bond pages. Thank you.

RECEIVED
JAN 22 1962
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

21-3355

6022

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

January 19, 1962

Smith Transfer
307 S. Main Street
Toledo, Oregon

Gentlemen:

The State Highway Commission on January 16, 1962 awarded to you State Highway Contract No. [illegible] for the following project:

Grading and shelter latrine in Poverty Creek State Park in Lincoln County.

This award was based on your bid of $26,722.40 which was the low bid submitted to the Commission on January 12, 1962 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

hl

cc: Frank Morgan
L. H. Young
R. G. Savage
I. D. Merchant
Parks Dept.

F-326(8) Harper Jct.-Burrell Sec., 1962
Central Oregon Hwy. (Grad.,
#6023 Pav. & Struct.) [redacted]

C&A
2480
&
2480
&
2475

R&W
23248
23410

FORM E-123X 50M 12-63
RECEIVED
JUN 7 1965
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH NORDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FOR FILING
6-3

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

June 3, 1965

Mr. Robert G. Ingram, Sheriff
Malheur County
Vale, Oregon

Dear Mr. Ingram:

Your letter of May 28 discussed your attempt to collect delinquent personal property tax owed to Malheur County by C & D Rental Corporation.

We have no record of a contract with this company in Malheur County. However, the grading, paving and structure work on the Harper Junction-Burrell Section of the Central Oregon Highway was performed under Contract No. 6023 with J. N. Conley - G. D. Dennis and Sons, Inc. Final payment on this contract was made in September of 1963. While a claim has been filed by this company, it has not been resolved. Until this claim is settled, and in favor of Conley and Dennis, the State does not owe the construction company on this contract.

We trust the above information will be of value.

Very truly yours,

F. D. Morgan
Construction Engineer

By

G. L. Decker
Assistant Construction Engineer

GLD:fp
cc F. B. Klaboe
Alan Johansen

RECEIVED
JUN 7 1965
OFFICE OF
STATE HIGHWAY ENGINEER

The County of Malheur

OFFICE OF
COUNTY SHERIFF

ROBERT G. INGRAM
Sheriff

VALE, OREGON

May 28, 1965

S. D. Morgan
Construction Engineer
Oregon State Highway Dept.
State Highway Building
Salem, Oregon

Dear Mr. Morgan;

We are trying to collect a delinquent Personal Property tax owing Malheur County by C & D Rental Corp. who did some construction work for the State of Oregon.

It is our understanding through Mr. J. N. Conley, Reg. Agent for C & D Rental that the State owes the Construction Co. some money. If this is correct we would like to serve necessary papers to collect our money.

Thanking you in advance for your cooperation, I remain,

Yours truly,
ROBERT G. INGRAM, Sheriff

Doris Johnson
Doris Johnson, Deputy

CONSTRUCTION DIVISION
RECEIVED
JUN 1 1965

STATE COPY

Monthly transaction number 2-35	Form -2A (5-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State Oregon
Project report number 10	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT	County Malheur
		Project number F-326(8)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on April 13, 1962, is hereby modified as follows:

Revised estimated total cost of project $ 1,507,976.00

Revised Federal funds $ 939,701.00

Other revisions

None

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 5 day of February, 1965.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd J. Stinchfield

Assistant State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By A. W. Parsons
Division Engineer

By: L. R. Backlund
L. R. Backlund, Administrative Mgr.

USComm-DC 11170

Form Approved; Budget Bureau No. 41-R2089

FORM PR-2 (REV. 6-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

4-13-62

FINAL TRANSACTION NO. 4-69	STATE Oregon
PROJECT REPORT NO. 6	COUNTY Malheur
	PROJECT NO. F-326(8)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

US 20 Harper Jct. East 14 miles
(Harper Junction-Burrell Section)

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	12-26-61	13.9
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 1,332,014.00	$ 838,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By _____

ASSISTANT State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

KK C. C. Polk
(Division Engineer)

By: L. R. Backlund
Acting Administrative Manager

Date executed by Division Engineer April 13, 1962

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

April 12, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement signed by a Highway official for the Harper Junction-Burrell Section, Project No. F-326(8).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:mmb

February 28, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Harper Junction-Burrell Section, Project No. F-326(8).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

[redacted]:bb

Oregon State Highway Department

Federal-Aid
Project No. F-336(8)

HARPER JUNCTION-BURNELL SECTION OF THE

CENTRAL OREGON HIGHWAY IN MALHEUR COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 28, 1962

Type Code 6201
Roadway (Sta. 0+00 to Sta. 781+49.12)(Contract No. 6023)

Clearing and Grubbing	All	Required		$ 25,000.00
Drainage Excavation, Unclassified	2,200	cu.yd.	$2.00	4,400.00
Special Borrow Excavation, Unclassified	26,600	cu.yd.	0.40	10,640.00
General Excavation, Unclassified	681,000	cu.yd.	0.45	306,450.00
Short Overhaul	2,541,800	yd.sta.	0.01	25,418.00
Long Overhaul	73,000	C-yd.sta.	0.35	25,550.00
Finishing Roadbed and Slopes	13.95	mile	600.00	8,370.00
Rounding Cutbanks	25,000	lin.ft.	0.10	2,500.00
12-inch Concrete Pipe	370	lin.ft.	2.60	962.00
18-inch Concrete Pipe	1,600	lin.ft.	5.00	8,000.00
24-inch Concrete Pipe	800	lin.ft.	7.00	5,600.00
36-inch Concrete Pipe	10	lin.ft.	15.00	150.00
18-inch Corrugated Metal Pipe, Uncoated	230	lin.ft.	4.50	1,035.00
36-inch Corrugated Metal Pipe, Uncoated	72	lin.ft.	12.50	900.00
48-inch Corrugated Metal Pipe, Uncoated	420	lin.ft.	17.00	7,140.00
60-inch Corrugated Metal Pipe, Uncoated	48	lin.ft.	25.00	1,200.00
72-inch Corrugated Metal Pipe, Uncoated	260	lin.ft.	32.00	8,320.00
60-inch Half-Circle Corrugated Metal Pipe, Uncoated	82	lin.ft.	15.00	1,230.00
48-inch Elliptical Inlet	2	only	300.00	600.00
18-inch Culvert End Sections	34	only	40.00	1,360.00
24-inch Culvert End Sections	22	only	65.00	1,430.00
36-inch Culvert End Sections	7	only	150.00	1,050.00
84-inch Structural Plate Pipe	All	Required		9,000.00
Salvaging and Reinstalling Culvert Pipe	460	lin.ft.	3.00	1,380.00
Loose Riprap	280	cu.yd.	2.50	700.00
Class "A" Concrete in Drainage Structures	270	cu.yd.	60.00	16,200.00
Metal Reinforcement in Drainage Structures	43,500	lb.	0.15	6,525.00
Reconstruction of Manholes	All	Required		400.00
Metal Guard Rail	15,600	lin.ft.	2.40	37,440.00
Guide Posts, Type W-2	580	only	7.00	4,060.00
Type 1 Fence	3,500	rod	5.25	18,375.00
Type 2 Fence	80	rod	7.00	560.00
24' Cattle Guards	2	only	1500.00	3,000.00
Coarse Crushed Material in Base	141,800	ton	1.45	205,610.00
3/4" - 0 Material in Base	33,100	ton	1.70	56,270.00
Sprinkling	10,600	M-gal.	2.00	21,200.00
Preparation of Base	13.95	mile	300.00	4,185.00
3/4" - 0 Material in Binder Course	860	cu.yd.	4.15	3,569.00

Furnishing and Placing Aggregates	72	cu.yd.	$ 9.00	$ 648.00
MC-250 Asphalt	134	ton	55.00	7,370.00
120-150 Asphalt	7	ton	75.00	525.00
RS-2 Asphalt	14	ton	65.00	910.00
Asphaltic Concrete Mixture	51,600	ton	3.55	183,180.00
Asphalt in Mixture	2,850	ton	39.00	111,150.00
Extra for Paving Approaches	71	only	35.00	2,485.00
				$1,142,047.00
Flagging (57½% of Contractor's Cost)	All Required			$ 10,000.00
Seeding and Mulching	All Required			1,500.00
Painted Cattle Guard	All Required			150.00
				$ 11,650.00
Utility Work				
Work by Idaho Power Co.	All Required			$ 12,965.00
	Subtotal			$1,166,662.00
	10% Engr. & Cont.			116,666.00
	Total			$1,283,328.00

Type Code 1020
Bridge (Br. #4373-A) (Sta. 237+68 to Sta. 239+48) (Contract 6023)

Shoring, Cribbing, etc.	All Required		(50%)	$ 1,250.00
Structural Excavation	180	cu.yd.	$ 6.00	1,080.00
Structural Excavation Below Elevation Shown	20	cu.yd.	6.00	120.00
Class "A" Concrete (230 cu.yd.)	All Required		(65%)	17,745.00
Metal Reinforcement (53,400 lb.)	All Required		(65%)	7,553.00
8-inch Metal Drain Pipe	25	lin.ft.	4.00	100.00
				$ 27,848.00

Type Code 1020
Bridge (Br. #4373-B) (Sta. 272+68 to Sta. 273+38) (Contract 6023)

Shoring, Cribbing, etc.	All Required		(50%)	$ 1,250.00
Structural Excavation	220	cu.yd.	$ 6.00	1,320.00
Structural Excavation Below Elevation Shown	20	cu.yd.	6.00	120.00
Class "A" Concrete (132 cu.yd.)	All Required		(35%)	9,555.00
Metal Reinforcement (29,600 lb.)	All Required		(35%)	4,067.00
8-inch Metal Drain Pipe	25	lin.ft.	4.00	100.00
				$ 16,412.00
	Subtotal			$ 44,260.00
	10% Engr. & Cont.			4,426.00
	Total			$ 48,686.00

Length of Roadway - - - - - 13.953 Miles
Length of 2 Structures- - - 0.025 Mile
Length of 1 Structure - - - 0.016 Mile (Exception)
Total Length- - - - - - - - - 13.994 Miles
Cost of Roadway Per Mile- - $91,975.05

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$1,283,328.00	$808,000.00	$475,328.00
Structures	48,686.00	30,000.00	18,686.00
	$1,332,014.00	$838,000.00	$494,014.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

HARPER JUNCTION-HUBBELL SECTION

PROJECT NO. F-326(8)

Estimate cost of work by the Idaho Power Company.

Materials	$10,213.30
Labor	4,258.00
Equipment	926.90
Easements, etc.	100.00
Salvage Credit	- 4,532.55 Cr.
	$12,965.65
USE	$12,965.00

Oregon State Highway Department

Federal Aid
Project No. F-326(8)

HARPER JUNCTION—BURRELL SECTION OF THE

CENTRAL OREGON HIGHWAY IN MALHEUR COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, December 21, 1961

Type Code 6201
Roadway (Sta. 0+00 to Sta. 781+49.12)

Clearing and Grubbing	All Required			$ 15,000.00
Drainage Excavation, Unclassified	2,200	cu.yds.	$ 2.50	5,500.00
Special Borrow Excavation, Unclassified	26,600	cu.yds.	0.50	13,300.00
General Excavation, Unclassified	681,000	cu.yds.	0.45	306,450.00
Short Overhaul	2,541,800	yd.stas.	0.01	25,418.00
Long Overhaul	73,000	C-yd.stas.	0.35	25,550.00
Finishing Roadbed and Slopes	13.95	miles	1,000.00	13,950.00
Rounding Cutbanks	25,000	lin.ft.	0.15	3,750.00
12-inch Concrete Pipe	370	lin.ft.	2.50	925.00
18-inch Concrete Pipe	1,600	lin.ft.	4.50	7,200.00
24-inch Concrete Pipe	800	lin.ft.	6.00	4,800.00
36-inch Concrete Pipe	10	lin.ft.	10.00	100.00
18-inch Corrugated Metal Pipe, Uncoated	230	lin.ft.	5.00	1,150.00
36-inch Corrugated Metal Pipe, Uncoated	72	lin.ft.	15.00	1,080.00
48-inch Corrugated Metal Pipe, Uncoated	420	lin.ft.	25.00	10,500.00
60-inch Corrugated Metal Pipe, Uncoated	48	lin.ft.	32.00	1,536.00
72-inch Corrugated Metal Pipe, Uncoated	260	lin.ft.	42.00	10,920.00
60-inch Half-Circle Corrugated Metal Pipe, Uncoated	82	lin.ft.	20.00	1,640.00
48-inch Elliptical Inlet	2	only	265.00	530.00
18-inch Culvert End Sections	34	only	45.00	1,530.00
24-inch Culvert End Sections	22	only	55.00	1,210.00
36-inch Culvert End Sections	7	only	125.00	875.00
84-inch Structural Plate Pipe	All Required			9,400.00
Salvaging and Reinstalling Culvert Pipe	460	lin.ft.	3.00	1,380.00
Loose Riprap	280	cu.yds.	3.00	840.00
Class "A" Concrete in Drainage Structures	270	cu.yds.	55.00	14,850.00
Metal Reinforcement in Drainage Structures	43,500	lbs.	0.14	6,090.00
Reconstruction of Manholes	All Required			150.00
Metal Guard Rail	15,600	lin.ft.	2.50	39,000.00
Guide Posts, Type S-2	580	only	7.25	4,205.00
Type 1 Fence	3,500	rods	5.50	19,250.00
Type 2 Fence	80	rods	7.50	600.00
24' Cattle Guards	2	only	1,800.00	3,600.00
Coarse Crushed Material in Base	141,800	cu.yds. Tons	1.40	198,520.00
3/4" - 0 Material in Base	33,100	cu.yds. Tons	1.50	49,650.00
Sprinkling	10,600	M-gals.	3.00	31,800.00
Preparation of Base	13.95	miles	250.00	3,487.50

3/4" - 0 Material in Binder Course	860 cu.yds.	$ 3.75	$ 3,225.00
Furnishing and Placing Aggregates	72 cu.yds.	4.50	324.00
MC-250 Asphalt	134 tons	55.00	7,370.00
120-150 Asphalt	7 tons	70.00	490.00
RS-2 Asphalt	14 tons	80.00	1,120.00
Asphaltic Concrete Mixture	51,600 tons	3.25	167,700.00
Asphalt in Mixture	2,850 tons	40.00	114,000.00
Extra for Paving Approaches	54 only	25.00	1,350.00
			$1,131,315.50
Flagging (57½% of Contractor's Cost)	All Required		$ 10,000.00
Seeding and Mulching	All Required		1,500.00
Painted Cattle Guard	All Required		150.00
			$ 11,650.00
Utility Work			
Work by Idaho Power Co.	All Required		$ 9,000.00
	Subtotal		$1,151,965.50
	10% Engr. & Cont.		115,196.50
	Total		$1,267,161.00

Type Code K020
Bridge (Br. #4373-A)(Sta. 237+68 to Sta. 238+48)

Shoring, Cribbing, Etc.	All Required (50%)		$ 1,000.00
Structural Excavation	180 cu.yds.	$ 8.00	1,440.00
Structural Excavation Below Elevation Shown	20 cu.yds.	10.00	200.00
Class "A" Concrete (230 cu.yds. at $80.00)	All Required (65%)		18,400.00
Metal Reinforcement (53,400 lbs. at $0.15)	All Required (65%)		8,010.00
8-inch Metal Drain Pipe	25 lin.ft.	4.00	100.00
			$ 29,150.00

Type Code K020
Bridge (Br. #4373-B)(Sta. 272+88 to Sta. 273+38)

Shoring, Cribbing, Etc.	All Required (50%)		$ 1,000.00
Structural Excavation	220 cu.yds.	$ 8.00	1,760.00
Structural Excavation Below Elevation Shown	20 cu.yds.	10.00	200.00
Class "A" Concrete (132 cu.yds. at $80.00)	All Required (35%)		10,560.00
Metal Reinforcement (29,600 lbs. at $0.15)	All Required (35%)		4,440.00
8-inch Metal Drain Pipe	25 lin.ft.	4.00	100.00
			$ 18,060.00

Subtotal	$ 47,210.00
10% Engr. & Cont.	$ 4,721.00
Total	$ 51,931.00

Length of Roadway - - - - - - - - - - - 13.953 Miles
Length of 2 Structures - - - - - - - - 0.025 Mile
Length of Structures - - - - - - - - - 0.016 Mile (Exceptions)
Total Length - - - - - - - - - - - - - 13.994 Miles
Cost of Roadway Per Mile - - - - - - - $90,816.38

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$1,267,161.00	$798,000.00	$469,161.00
Structures	51,931.00	32,000.00	19,931.00
	$1,319,092.00	$830,000.00	$489,092.00

Oregon State Highway Department

Federal Aid
Project No. F-326(8)

HARPER JUNCTION-BURNELL SECTION OF THE

CENTRAL OREGON HIGHWAY IN MALHEUR COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, December 26, 1961

Type Code 6201
Roadway (Sta. 0+00 to Sta. 781+49.12)

Clearing and Grubbing	All Required		$	$ 15,000.00
Drainage Excavation, Unclassified	2,200	cu.yds.	2.50	5,500.00
Special Borrow Excavation, Unclassified	26,600	cu.yds.	0.50	13,300.00
General Excavation, Unclassified	681,000	cu.yds.	0.45	306,450.00
Short Overhaul	2,541,800	yd.stas.	0.01	25,418.00
Long Overhaul	73,000	C-yd.stas.	0.35	25,550.00
Finishing Roadbed and Slopes	13.95	miles	1,000.00	13,950.00
Rounding Cutbanks	25,000	lin.ft.	0.15	3,750.00
12-inch Concrete Pipe	370	lin.ft.	2.50	925.00
18-inch Concrete Pipe	1,600	lin.ft.	4.50	7,200.00
24-inch Concrete Pipe	800	lin.ft.	6.00	4,800.00
36-inch Concrete Pipe	10	lin.ft.	10.00	100.00
18-inch Corrugated Metal Pipe, Uncoated	230	lin.ft.	5.00	1,150.00
36-inch Corrugated Metal Pipe, Uncoated	72	lin.ft.	15.00	1,080.00
48-inch Corrugated Metal Pipe, Uncoated	420	lin.ft.	25.00	10,500.00
60-inch Corrugated Metal Pipe, Uncoated	48	lin.ft.	32.00	1,536.00
72-inch Corrugated Metal Pipe, Uncoated	260	lin.ft.	42.00	10,920.00
60-inch Half-Circle Corrugated Metal Pipe, Uncoated	82	lin.ft.	20.00	1,640.00
48-inch Elliptical Inlet	2	only	265.00	530.00
18-inch Culvert End Sections	34	only	45.00	1,530.00
24-inch Culvert End Sections	22	only	55.00	1,210.00
36-inch Culvert End Sections	7	only	125.00	875.00
84-inch Structural Plate Pipe	All Required			9,400.00
Salvaging and Reinstalling Culvert Pipe	460	lin.ft.	3.00	1,380.00
Loose Riprap	280	cu.yds.	3.00	840.00
Class "A" Concrete in Drainage Structures	270	cu.yds.	55.00	14,850.00
Metal Reinforcement in Drainage Structures	43,500	lbs.	0.14	6,090.00
Reconstruction of Manholes	All Required			150.00
Metal Guard Rail	15,600	lin.ft.	2.50	39,000.00
Guide Posts, Type W-2	580	only	7.25	4,205.00

Type 1 Fence	3,500	rods	$5.50	$ 19,250.00
Type 2 Fence	80	rods	7.50	600.00
24' Cattle Guards	2	only	1,800.00	3,600.00
Coarse Crushed Material in Base	141,800	tons	1.40	198,520.00
3/4" - 0 Material in Base	33,100	tons	1.50	49,650.00
Sprinkling	10,600	M-gal.	3.00	31,800.00
Preparation of Base	13.95	miles	250.00	3,487.50
3/4" - 0 Material in Binder Course	860	cu.yds.	3.75	3,225.00
Furnishing and Placing Aggregates	72	cu.yds.	4.50	324.00
MC-250 Asphalt	134	tons	55.00	7,370.00
120-150 Asphalt	7	tons	70.00	490.00
RS-2 Asphalt	14	tons	80.00	1,120.00
Asphaltic Concrete Mixture	51,600	tons	3.25	167,700.00
Asphalt in Mixture	2,850	tons	40.00	114,000.00
Extra for Paving Approaches	71	only	25.00	1,775.00
				$1,131,740.50
Flagging (57½% of Contractor's Cost)	All Required			10,000.00
Seeding and Mulching	All Required			1,500.00
Painted Cattle Guard	All Required			150.00
				$ 11,650.00

Utility Work

Work by Idaho Power Co.	All Required		$ 9,000.00
	Subtotal		$1,152,390.50
	10% Engr. & Cont.		115,238.50
	Total		$1,267,629.00

Type Code X020
Bridge (Br. #4373-A)(Sta. 237+68 to Sta. 238+48)

Shoring, Cribbing, etc.	All Required (50%)		$ 1,000.00
Structural Excavation	180 cu.yds.	$8.00	1,440.00
Structural Excavation Below Elevation Shown	20 cu.yds.	10.00	200.00
Class "A" Concrete (230 cu.yds. at $80.00)	All Required (65%)		18,400.00
Metal Reinforcement (53,400 lbs. at $0.15)	All Required (65%)		8,010.00
8-inch Metal Drain Pipe	25 lin.ft.	4.00	100.00
			$ 29,150.00

Type Code X020
Bridge (Br. #4373-B)(Sta. 272+68 to Sta. 273+38)

Shoring, Cribbing, etc.	All Required (50%)		$ 1,000.00
Structural Excavation	220 cu.yds.	$8.00	1,760.00

Structural Excavation Below Elevation Shown	20 cu.yds.	$10.00	$ 200.00
Class "A" Concrete (132 cu.yds. at $80.00)	All Required (35%)		10,560.00
Metal Reinforcement (29,600 lbs. at $0.15)	All Required (35%)		4,440.00
8-inch Metal Drain Pipe	25 lin.ft.	4.00	100.00
			$ 15,060.00
	Subtotal		$ 47,210.00
	10% Engr. & Cont.		4,721.00
	Total		$ 51,931.00

Length of Roadway - - - - - - -	13.953 Miles
Length of 2 Structures- - - -	0.025 Mile
Length of Structures- - - - -	0.016 Mile (Exceptions)
Total Length- - - - - - - - -	13.994 Miles
Cost of Roadway Per Mile- - -	$90,849.92

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$1,267,629.00	$798,000.00	$469,629.00
Structures	51,931.00	32,000.00	19,931.00
	$1,319,560.00	$830,000.00	$489,560.00

RECEIVED
AUG 14 1964
FOR FILING

6023

August 14, 1964

Page Paving Company
P. O. Box 2206
Salem, Oregon

Attention: Emerson B. Page
President

Gentlemen:

Thank you for your letter of August 12 informing us that you are withdrawing all claims against J. N. Conley and G. D. Dennis & Sons, Inc., prime contractor, and S. D. Spencer & Son and C & D Rental Corporation, subcontractors.

You state this is in reference to the J. N. Conley and G. D. Dennis & Sons, Inc., Contract No. 6023, grading, paving and structures on the Harper Jct.-Burrell Section of the Central Oregon Highway in Malheur County.

Our records indicate this to be in connection with your claim for service of materials in the amount of $4,250.99 which was filed in this office and also with the Secretary of State.

This information will be noted in our records and we will advise the surety and the contractor of the receipt of your letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:jf
cc: General Insurance Company of America
209 S. W. 4th Avenue
Portland 4, Oregon

J. N. Conley & G. D. Dennis & Sons, Inc.
4332 N. E. Royal Court
Portland 13, Oregon

Mr. Jackson
Mr. Simpson

NOTED ON CARD

PAGE PAVING COMPANY

GENERAL HIGHWAY CONSTRUCTION · · · · · · · · · · MAILING ADDRESS: P. O. BOX 2206, SALEM, OREGON - 97308

EMERSON B. PAGE, PRESIDENT
ARTHUR B. WOODS, VICE PRESIDENT
JEANNE B. PAGE, SEC.-TREAS.

TELEPHONE: 585-2686

August 12, 1964

Oregon State Highway Commission

Salem, Oregon

Gentlemen:

Be advised that all claims are withdrawn b the undersigned against J. N. Conley and G. D. Dennis & Sons, Inc., prime contractor, and S. D. Spencer & Son and C & D Rental Corporation, sub-contractors, on the contract in Malheuer County known as Harper Jct.-Burrell Section, Central Oregon Highway, Contract #6023, and their surety, General Insurance Company of America.

This advise is rendered per instructions in your letter of February 4, 1964.

Very truly yours,

PAGE PAVING COMPANY

Emerson B. Page
President

EBP/p

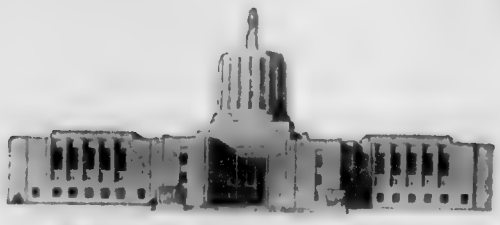
cc: J. N. Conley and G. D. Dennis & Sons, Inc.
C & D Rental Corporation
S. D. Spencer & Son
General Insurance Company of America

Cec please handle
FG

NOTED
FLOYD QUERY

RECEIVED
AUG - 3 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

July 30, 1964

Mr. Norman B. Kobin
Attorney at Law
314 Oregon Bank Building
Portland, Oregon 97204

Re: Harper Junction-Burrell Sec.
Central Oregon Highway
Contract No. 6023
Conley & Dennis, Contractors

Dear Mr. Kobin:

Your letter of June 8, 1964, addressed to Mr. Lloyd P. Shaw, Assistant Highway Engineer, has been referred to the undersigned for reply.

According to our memoranda of the conference held on April 15, 1964, our Cost Analyst was to review this job "as built," and your clients were going to refigure their bid based on quantities actually placed. To date, we have heard nothing from you or your clients as to their recomputation of bid.

We understand your contention to be that your clients incurred substantial additional costs by reason of changes in the plans and specifications, and an alteration of design. We do not admit that any such alterations or changes occurred, but we are willing to so assume for purposes of attempting to arrive at a compromise of this claim.

Assuming, for the purposes of compromise only, that there was an alteration in design, our Cost Analyst advises that he cannot justify any additional costs even approaching the amount of your clients' claim, which totals $312,370.69.

We recognize that in case of litigation, you could no doubt produce evidence in support of your theory of the case, as to liability. It is also assumed that you would have some evidence supporting your claim as to the amount of additional costs incurred. Of course, we would produce

evidence to the contrary, both as to liability and damages.

Frankly, unless your clients are in a position to submit substantial factual data supporting their claim, from a cost standpoint, or to allow our cost analysis people to examine their books on this project, we doubt that any mutually satisfactory settlement will be possible. We would, of course, consider any specific compromise figure you may wish to submit and which could be substantiated.

Yours very truly,

L. I. LINDAS
Chief Counsel

By
ALAN H. JOHANSEN
Staff Attorney

AHJ:ks

cc: Lloyd P. Shaw
Gil Decker
A. F. Parson
L. I. Lindas
F. C. McKinney

RECEIVED
JUL 31 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 7 1964
FOR FILING

Salem, Oregon
June 25, 1964

Mr. L. I. Lindas
Chief Counsel
B u i l d i n g

Harper Junction-Burrell Section
Central Oregon Highway
Contract No. 6023

On November 27, 1963, we received a formal claim signed by J. N. Conley, Partner in the firm J. N. Conley-G. D. Dennis and Sons, Inc. The claim was dated November 25, 1963 and included $194,708.45 for the prime contractor and $117,662.24 for S. D. Spencer and Sons, subcontractor.

A meeting was held in my office April 15, 1964 to discuss the above claim. Mr. Frank McKinney's memo of April 21 covers this meeting. As indicated in Mr. McKinney's memo, the meeting ended with Conley and Spencer agreeing to evaluate the project as constructed on the basis of a complete re-estimate; Mr. Juve was to re-estimate the project in a similar manner. No further word from the contractors or their attorney was forthcoming until June 9, on which date a letter from Norman Kobin, Attorney, was received. Mr. Kobin did not present any re-estimate of the project.

Mr. Juve has studied the cost factors involved in the Conley-Dennis claim and is unable to justify an increase in prices. An explanation of his findings is contained in Mr. Decker's June 24 letter to me.

The overrun in 3/4"-0 rock and the distribution of that material on the road made a haul adjustment amounting to $4,315.40 justifiable. Nothing presented to this date alters that total.

The matters discussed at the April 15 meeting placed both State and contractor in an awkward position. It is certain that the contractor was aware that base rock would be used as a leveling course; if not at the time of bidding, then shortly afterward. It is equally certain that both Resident Engineer and Division office were also aware at an early date that the final quantities of base rock would vary from the original contract

amount. Neither party saw fit to document the change nor to register any objection to it for more than half a year. Our specifications in Section 1.9.6 clearly require the contractor to serve notice in writing before any extra expense is incurred. Our procedures do not condone extensive overrun in quantities without supporting price agreement or other documentation.

In view of the Kobin letter of June 8 and the lack of any further data from Conley-Dennis, as had been agreed at the April 15 meeting, I suggest that we stand on our figure of $4,315.40. Since it is apparent no further engineering consideration will be of immediate value, I feel communication with the contractor and his attorney should be handled by your office. Copies of the Kobin and Decker letters are attached for your reference.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

Attachments

FORM E-30 50M 12-63 54676

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 24, 1964

SUBJECT: Harper Junction-Burrell Section
Central Oregon Highway
Contract No. 6023

To: Mr. L. P. Shaw
Assistant State Highway Engineer

BUILDING

During the April 15 meeting in your office it was agreed that Maurice Juve would re-estimate the job as done rather than bid. (See McKinney Memo dated April 21). Also, that the contractor would refigure their bid based on quantities placed.

Mr. Juve, after review of the figures, reports that he would not change his original estimate because of "as done" conditions. He further advised the additinnal cost to contractor to crush 3/4"-0 material as against coarse crushed base is approximately $0.10 per ton. The average of actual bid prices support this differential.

On this project two contractors bid no difference between the two sizes. Two bid a $0.10 spread, one a $0.20 and one a $0.25. The latter two were completely out of line on rock bids as well as total job bid.

Conley and Dennis bid $1.45 and $1.70 per ton, respectively, for the coarse crushed and the 3/4"-0 material for a $0.25 differential. It is difficult to imagine a loss under these circumstances.

I believe the Legal Division should again be asked to decide whether the offer of $4,315.40 for haul adjustment should be made as settlement for all outstanding claims.

F. D. Morgan
Construction Engineer
By G. L. Decker
G. L. Decker
Assistant Construction Engineer

Attachments
cc: F. C. McKinney

Your file and June 8 letter from Kobin is returned herewith. I believe the Legal Department still has the point by point analysis of the claim made by our Division people.

L P D
LLOYD P. SHAW

NORMAN B. KOBIN
PAUL R. MEYER
LEO LEVENSON
OF COUNSEL

KOBIN & MEYER
ATTORNEYS AT LAW
314 OREGON BANK BUILDING
PORTLAND, OREGON 97204

CAPITOL 3-1108

June 8, 1964

Mr. Lloyd P. Shaw
Assistant State Highway Engineer
State Highway Department
Salem, Oregon 97310

Re: Contract No. 6023
Conley and Dennis, Contractors

Dear Mr. Shaw:

On November 25, 1963, a formal claim was submitted to the Department on behalf of the noted contractors. Thereafter, and on April 15, 1964, a meeting was held with you, together with various other representatives of the State Highway Department wherein this claim was the topic of conversation. At such meeting it became obvious that an alteration in details of construction had been effected during the prosecution of this work.

Prior to adjournment, it was stated that further consideration and investigation of the claim was in order. It was indicated that we would hear further from you within a short period of time.

To date nothing further has been received from your office. I would sincerely appreciate your advice as to the present status. If there are any questions which have developed since our last meeting, please let us know and we will attempt to answer them for you.

Very truly yours,

KOBIN & MEYER

Norman B. Kobin

Norman B. Kobin

NBK:dc

RECEIVED
JUN 9 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 22 1964
FOR FILING

FORM E-30X 50M 3-63 49606

6023

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 21, 1964

To: MEMO TO FILE:

SUBJECT: Contractor's Claim
Contract No. 6023
Harper Jct. - Burrell Sec.
Central Oregon Highway

On April 15, 1964, the following individuals met in Mr. Shaw's office with respect to a potential $300,000 contractors' claim against the State Highway Department: George Spencer, J. N. Conley and Dallas Dennis, contractors; Norman Kobin, attorney for the contractors; Lloyd P. Shaw, Assistant State Highway Engineer; G. L. Decker, Assistant Construction Engineer; E. S. Thompson, Resident Engineer; H. S. Coulter, Assistant Division Engineer; and the undersigned.

Mr. Norman Kobin opened the meeting and stated that insofar as he was concerned there were only two questions to be considered: (1) Was there an alteration in the design of construction after awarding the contract? (2) Assuming there was an alteration in design, had the contractors been paid their extra costs?

It appeared from the meeting that while the contractors were looking over the job one of the highway engineers, Mr. Thompson (who became resident on the job), informed the contractors that this 14 miles of construction was not going to be done by the patch paving and then paving system, but rather the entire length of highway was to be covered with crushed rock, with additional rock extended up on the shoulders, and then paved. This requirement, of course, called for a great amount of rock in excess of that shown in the bid schedules.

Mr. Conley claims that he was never so informed when he bid the job and, therefore, did not have the proper equipment to handle the job we asked him to do if he accepted the award. Important in this case is a series of letters dated: Sept. 5, Sept. 6, Sept. 11 and Sept. 19, 1963; Nov. 25, 1963; and Jan. 30, 1964. All of these letters are in Mr. Shaw's general file.

The contractor claimed that the increase in the production of rock did not result in an increased profit, but in a loss. This apparently was partially due to his failure to have equipment available to crush the type of material we requested after awarding the contract. The contractor claimed he had to subcontract much of the additional rock we demanded.

Another "bone of contention" was our requirement that the contractor build up the shoulders on each side with 2" rocks. The cars would hit the shoulders and scatter the rocks all over the road, necessitating continual maintenance. In essence, the contractor claims he bid to do one job but we had him doing another; thus, he lost money.

Mr. Kobin stated that if we went to court his complaint would allege that we materially changed the specifications on the work which was called for in the original plans and specifications and, also, that we completely altered our design. The meeting ended with the agreement that Mr. Maurice Juve would re-estimate the job as done rather than bid, and Mr. Kobin asked his clients for a refigure of their bid based on quantities placed, as a check of Mr. Juve's figures.

It appears from the above that:

(1) The state knew it was going to change the specifications before bids were called for, since the Resident and other engineers on the job were informing the contractors that the job would not be done in the manner called for in the bids.

(2) The contractor and subcontractors under this contract claimed that they bid the job on the specifications and not on what they might have heard or did not hear from the engineers as to how the job was to be done.

(3) Mr. Kobin is probably correct in his question as to whether or not there was an alteration in design after the award, and that it was substantially a new contract instead of the one that was bid.

FRANK C. McKINNEY
Chief, Office Section

FCMcK:ks

cc: Lloyd P. Shaw
G. L. Decker
L. I. Lindas

RECEIVED
APR 21 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 16 1964
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 13, 1964

To: MEMO TO THE FILES

SUBJECT: Harper Junction-Burrell Section
Contract No. 6023

At 3:45 P.M. on April 10th the Construction Office was advised of a tentative meeting for 10:00 A.M., April 15th with J. N. Conley-G.D. Dennis, Inc., to discuss the contractor's previously submitted claims on the subject project. The contractor was to be advised if this time and date was not satisfactory.

The time and date did prove satisfactory to all concerned. Assistant Division Engineer Scott Coulter and Resident Engineer Thompson will attend from Division 5. Mr. Lindas will delegate a legal representative. The contractor was not advised to the contrary and it is assumed his representatives will be in attendance.

The meeting will be in Mr. Shaw's office as scheduled -- 10:00 A.M. on April 15, 1964.

ORIGINAL SIGNED by G. L. DECKER

G. L. Decker
Assistant Construction Engineer

GLD:bjm

cc: L. P. Shaw
L. I. Lindas
A. F. Parson

RECEIVED
JUN 1 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 1 1964
FOR FILING

March 30, 1964

Mr. J. M. Conley, Partner
J. M. Conley-G. B. Dennis & Sons, Inc., J. V.
4332 N. E. Royal Court
Portland 13, Oregon

Re: Contract No. 6023
Harper Junction-Burrell Section
Central Oregon Highway

Dear Mr. Conley:

A detailed study and analysis of the claim presented by you on the above project has been completed. Due to its length, the study required considerably more time than was anticipated.

I am sorry to inform you that after very careful consideration, we find that payment of your claim cannot be justified and, therefore, is hereby denied.

If you would care to further discuss this matter with me, I would be pleased to meet with you at a mutually agreeable time.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

cc Forrest Cooper
R. L. Porter
L. I. Lindas
Alan Johansen
F. D. Morgan
A. F. Parson

FCMcK:ks: ajw

RECEIVED
APR 1 1964
FOR FILING

March 30, 1964

Mr. J. M. Conley, Partner
J. M. Conley-G. D. Dennis & Sons, Inc., J. V.
4332 N. E. Royal Court
Portland 13, Oregon

Re: Contract No. 6021
Harper Junction-Barrell Section
Central Oregon Highway

Dear Mr. Conley:

A detailed study and analysis of the claim presented by you on the above project has been completed. Due to its length, the study required considerably more time than was anticipated.

I am sorry to inform you that after very careful consideration, we find that payment of your claim cannot be justified and, therefore, is hereby denied.

If you would care to further discuss this matter with me, I would be pleased to meet with you at a mutually agreeable time.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

cc Forrest Cooper
R. L. Porter
L. I. Lindas
Alan Johansen
F. D. Morgan
A. F. Parsons

FCMcK:ks: ajw

FORM E-30 50M 8-62 43606

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 17, 1964

RECEIVED

To: Mr. L. I. Lindas
Chief Counsel
B u i l d i n g

SUBJECT: Harper Junction-Burrell Section
Central Oregon Highway
Contract No. 6023

REFERRED TO Johansen
FOR Please review as
G. E. ROHDE
soon as you can.
LIL

The contractor on the subject project submitted outstanding claims totaling $312,370.69 which, after lengthy study by Division and Construction office personnel, has been recommended for settlement at the sum of $4,315.40. I feel that your people should review this claim before we submit the offer at the lower figure mentioned.

Will you please have this done as promptly as possible and return the file to me with any comment you may wish to make.

Lloyd P. Shaw
Assistant State Highway Engineer

2/24/64 Rec. Memo of Claim

LPS:ajw

Attachment (file)

Salem, Oregon
February 17, 1964

Mr. L. I. Lindas
Chief Counsel
B u i l d i n g

Harper Junction-Burrell Section
Central Oregon Highway
Contract No. 6023

The contractor on the subject project submitted outstanding claims totaling $312,370.69 which, after lengthy study by Division and Construction office personnel, has been recommended for settlement at the sum of $4,315.40. I feel that your people should review this claim before we submit the offer at the lower figure mentioned.

Will you please have this done as promptly as possible and return the file to me with any comment you may wish to make.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

Attachment (file)

FORM E-30 80M 2-63 49607

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 13, 1964

SUBJECT: Harper Jct. Burrell Section
Central Oregon Highway
Contract No. 6023

To: Mr. L. P. Shaw
Assistant State Highway Engineer

BUILDING

A suggested rough draft of reply to J. N. Conley's claim letter is attached.

This reply offers haul adjustment in the amount of $4,315.40 as settlement of all outstanding claims, whereas $312,370.69 was asked by the contractor.

The field has compiled a point by point analysis of this claim. Being quite bulky it is submitted in original for your information along with other pertinent data. After perusal these data should be returned to Construction.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

GLD:bjm
Attachments

cc: L. H. Young

NOTED
LOYD P. SHAW

RECEIVED
FEB 13 1964
OFFICE OF
STATE HIGHWAY ENGINEER

January 9, 1964

Mr. J. H. Conley, Partner
J. H. Conley - G. D. Dennis & Sons, Inc., J.V.
4332 N. E. Royal Court
Portland 13, Oregon

Dear Mr. Conley:

In our letter of December 12 concerning Contract No. 6023, Harper Junction-Burrell Section of the Central Oregon Highway, it was indicated that a more comprehensive reply could be made at a later date.

This is to advise you that contact with the Division office, January 9, indicates it has not completed an analysis of your claim and cannot make a firm reply at this time.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

cc Forrest Cooper
L. I. Lindas
A. F. Parson

RECEIVED
JAN 8 1964
FOR FILING
F 326(8)
6023

December 12, 1963

Mr. J. N. Conley, Partner
J. N. Conley - G. D. Dennis & Sons, Inc., J.V.
4332 N. E. Royal Court
Portland 13, Oregon

Re: Contract No. 6023
Harper Junction-
Burrell Section
Central Oregon Highway

Dear Mr. Conley:

Your November 25 letter making certain claims on the above project has been received and is being analyzed here. We have found it necessary to gather certain facts and data from our La Grande Division office, which will take some time.

It is expected a comprehensive reply will be forthcoming in approximately three weeks.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

cc Forrest Cooper
F. D. Morgan

GLD:bjm: ajw

FORM E-20 BDH 3-63 69607

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 6, 1963

SUBJECT: (Assignment: LPS-215)
Harper Junction-Burrell Section
Central Oregon Highway
Contract No. 6023

To: Mr. L. P. Shaw
Assistant State Highway Engineer

BUILDING

We are attaching a suggested rough draft of reply to J. N. Conley - G. D. Dennis in answer to their claim on the above project. This reply, of course, is an acknowledgement only. We have found worthwhile data here to be on the sketchy side, and certain time will be required to gather it from the field.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

GLD:bjm
Attachments

RECEIVED
DEC 9 1963
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-20X COM 3-63 40008

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

December 6, 1963

SUBJECT: Harper Junction-Burrell Section
Central Oregon Highway
Contract No. 6023

To: Mr. A. F. Parson
Division Engineer
State Highway Department
P. O. Box 850
LaGrande, Oregon

We are attaching two copies of a letter from the contractor on this contract making claim in the amount of $312,370.69.

A search of records here reveal little data from which any refutation might be compiled. Correspondence referred to dated 1962 is not in the Construction files.

At your earliest convenience will you please supply an item by item analysis of this claim, with any pertinent comments. I will call you the first part of next week.

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED by G. L. DECKER

G. L. Decker
Assistant Construction Engineer

GLD:bjm
Attachments

cc: L. P. Shaw

J. N. CONLEY - G. D. DENNIS & SONS, INC., J.V.
4332 N. E. Royal Ct.
Portland 13, Oregon

November 25, 1963

REFERRED TO
V/R. Cooper
BY SECRETARY

Oregon State Highway Department
Salem, Oregon

Re: Contract No. 6023
Harper Junction - Burrell Section

Gentlemen:

Kindly refer to our letter of September 5, 1963, transmitting Final Estimate No. 18 in which we informed you that we felt obliged to make claim for additional compensation on the noted contract. Claim is made as per the contents of this letter.

Changes were directed during the course of this job which materially increased our job costs as follows:

In save pavement areas asphalt patching and leveling of existing oil mat was eliminated. Directions were given to place 2" crushed base over the entire existing oil mat wearing surface in lieu thereof. Thereafter, this having proven unsatisfactory, 3/4" to 0" crushed base materials were directed in lieu thereof.

In save pavement areas we likewise were directed and required to place coarse crushed base in shoulders above the contract designated elevation of the existing oil mat to level the entire roadway for traffic use.

The net result was to greatly increase the quantity of 3/4" to 0" crushed rock and resulted in greatly increased crushing costs. The maintenance problems were increased beyond all reason and the hauling, placing and processing operations were similarly directly confused and compounded, causing increased costs and delays.

A price agreement dated August 10, 1962, covering the approximate increased quantities at bid prices was forwarded to contractor. The price agreement did not give any consideration for the additional costs involved in the change,

nor was any consideration shown to time extension. By letter of September 6, 1962, contractor informed you that the Price Agreement was unacceptable. By this letter we also transmitted four (4) copies of letter received from S. D. Spencer & Son, hauling and processing sub-contractor. Both these referenced letters are made a part of this claim letter. A review of job costs truly reflect and clearly demonstrate the greatly increased costs directly occasioned by the change in the contract requirements for which compensation should be made under the applicable contract provision.

CRUSHING

Based upon all the bid documents, we contemplated that the 3/4" top rock would not exceed 20% of the total crushed base required. We bid this job on the basis that we could use a crusher primarily adapted to this item. We therefore assembled balanced unit bids by offering to produce the base materials for $1.45 and the top rock of 3/4" to 0" for $1.70. The large increase in the 3/4" required, distorted the percentage of top rock against the base rock. The percentage was increased whereby the top course resulted in a percentage of 39% against the total volume produced. Your job representatives are well aware of the adjustments in the crusher plant and the increased complexity of the operation occasioned by the increase in the production of the increased quantity of 3/4" rock. Furthermore, we were required to engage a subcontractor to produce a substantial portion of the base rock which resulted in a considerable reduction in our net return. Literally speaking, therefore, the overall effect of the change in construction details which resulted in the excessive overrun of 3/4" to 0" materials had the devastating effect of unbalancing our bid on these crushing items.

The overall additional cost is reflected in the increased cost above that contemplated, after due consideration to all contingencies, and our own problems inherent in this type of work. Our claim on this production is $ 194708.45 .

TRAFFIC MAINTENANCE, HAULING AND PLACING (PROCESSING):

S. D. Spencer & Son, subcontractor, advises us as follows:

It is recognized that maintenance of traffic was an incidental cost factor to be considered in assembling a bid. This was fully considered and was a component part of the composite bid for all relevant bid items.

The change directed resulted in:

1) A totally non-contemplated method of placing of materials on the oil mat and on the shoulders, i.e., attempting to roll and water, among other things.

2) Maintenance problems were compounded. Maintenance areas were extended beyond the contract contemplation.

3) Hauling was delayed and slowed down.

4) Hauling lengths were increased.

5) Slowing down of loading at the crushing site requiring creation of surge piles and reloading of excessive quantities.

6) Requiring additional equipment for maintenance, hauling and placing. Efficiency of additional equipment was not at optimum because of requirement that concentration be directed to traffic maintenance and restrictive hauling areas.

7) The change also further compounded the maintenance requirements by the fact that in the areas set forth in Spencer letter of September 5, 1962, referred to above, the average width of oil mat was 14' rather than the 20' indicated by the topical sections. Traffic therefore became a much more acute and expensive problem, resulting in a stirring up and riling of the placed materials, especially in the so-called shoulders.

S. D. Spencer & Son inform us that their job costs, after allowance for contingencies and problems inherent in the work, were increased by $117,662.24, for which claim is presented.

In appraising these claims, it is not pertinent to consider that the bid quantities were approximate only and would be increased without additional payment. The additional quantities of 3/4" to 0" were occasioned solely by a change in work detail directed by the Department. The additional burdens of maintenance, hauling and processing also necessarily resulted from this change.

The change substantially increased the costs of rock production and the hauling, processing and maintenance costs. A fair and equitable increase should therefore be allowed within the applicable contract provisions, including but not limited to paragraphs 1.9.5 and 1.9.6 of the Standard Specifications, 1954 Edition.

Very truly yours,

J. N. CONLEY - G. D. DENNIS & SONS, INC., a Joint Venture

By J. N. Conley, partner

RECEIVED
NOV 27 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 27 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 6 1964
FOR FILING
SECRETARY OF STATE

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

February 4, 1964

Page Paving Company
P. O. Box 2206
Salem, Oregon

Attention: Mr. Emerson B. Page
President

Gentlemen:

This will acknowledge receipt of your claim letter of February 3 stating that J. N. Conley and G. D. Dennis and Sons, Inc., and S. D. Spencer and Son, subcontractor, owes you $4,250.99 for services and materials.

This appears to be in connection with the J. N. Conley and G. D. Dennis and Sons, Inc., Contract No. 6023 for grading, paving and structures on the Harper Junction-Burrell Section of the Central Oregon Highway in Malheur County. This contract was completed on May 22, 1963, and was accepted by the Highway Commission on August 15, 1963.

The surety on this project is the General Insurance Company of America through Dooly and Company, Board of Trade Building, Portland. We will advise them that your claim letter has been received, and we will also send your claim to the Secretary of State for filing.

Please advise us when your claim has been paid so that we may clear our records.

File #4065

FILED
FEB 5 1964
HOWELL APPLING, JR.
SECRETARY OF STATE

NOTED ON CLAIM

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY
Secretary
OREGON STATE HIGHWAY COMMISSION

cc General Insurance Co. of America
Dooly & Company
J. N. Conley & G. D. Dennis & Sons, Inc.
Hon. Howell Appling, Jr., Secretary of State

P. S. Please acknowledge receipt of this claim on the enclosed copy of this letter.

RECEIVED
FEB 5 1964
HOWELL APPLING, JR.
SECRETARY OF STATE

NOTED
C. W. HEAD

PAGE PAVING COMPANY

GENERAL HIGHWAY CONSTRUCTION · · · · · · · · · · MAILING ADDRESS: P. O. BOX 2206, SALEM, OREGON - 97308

EMERSON B. PAGE, PRESIDENT
ARTHUR B. WOODS, VICE PRESIDENT
JEANNE B. PAGE, SEC.-TREAS.

TELEPHONE: 585-2686

February 3, 1964

Oregon State Highway Commission

Salem, Oregon

Gentlemen:

Be advised that the undersigned has a claim against J. N. Conley and G. D. Dennis & Sons, Inc. prime contractor and S. D. Spencer & Son sub-contractor on the job in Malhuer County known as Harper Jct.-Burrell Section, Central Oregon Highway Contract -6023, and General Insurance Company of America their surety. The claim is in the amount of $4250.99 and represents services performed and materials used and incorporated in the contract work between the fifteenth day of August, 1962 and the tenth of August, 1963.

Very truly yours,

PAGE PAVING COMPANY

Emerson B. Page,
President

EBP/p

RECEIVED
FEB - 4 19..
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 2 - 1963
FOR FILING

I 3(1)
6123

November 29, 1963

205

Mr. J. W. McEwen
Division Electrical Superintendent
Idaho Power Company
Payette, Idaho

Dear Sir:

In reference to your letter of November 13, 1963, the final records have been checked on the Harper Jct.-Burrell Contract on the Central Oregon Highway. No reference to fence damage is made in the daily reports of Mr. Jim Moss or Mr. E. S. Thompson, Resident Engineer.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CN:bb

cc: Lloyd P. Shaw

SNAKE RIVER

HYDRO POWER

IDAHO POWER COMPANY

REFERRED TO

BY DEPUTY STATE HIGHWAY ENGINEER

Payette, Idaho
November 13, 1963

Oregon State Highway Department
Final Records Section
Salem, Oregon

Dear Sirs:

A question has been raised regarding damage to a fence allegedly committed by construction crews during relocation of a power transmission line required by highway relocation Project #F-326(8) West of Vale, Oregon. We have contacted Mr E. S. Thompson, Project Engineer and he recalls no such incident.

Mr. Jim Moss, Construction inspector, was assigned to our crews and submitted daily reports to Mr. Thompson which he has sent to the Final Records Department, Oregon State Highway Department, Salem, Oregon.

Would you please check these daily reports as submitted by Mr. Moss for comments relative to fence damage which would require the contractor to return and make repairs before securing final contract settlement.

Yours very truly,

J. W. McEwen

J. W. McEwen
Div. Elect. Supt.

JWM:jv

NOTED
LLOYD P. SHAW
Chief R/D Engr.

RECEIVED
NOV 14 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 14 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 2 - 1963
FOR FILING

Salem, Oregon
October 16, 1963

Agenda Item 1e-5

Mr. L. I. Lindas
Chief Counsel
Office

File No. 32808 - Lammers
Harper Jct.-Burrell Ranch Section
Central Oregon Highway
Malheur County

Attention: Mr. Walter T. Wright
Right of Way Engineer

Attached for further handling are two fully executed copies of an Indenture of Access to theHarley Lammers property on the Harper Jct.-Burrell Ranch Section of the Central Oregon Highway in Malheur County.

A conformed copy of the above Indenture has been retained in this office.

Secretary

rn
Attach: 2

FORM S-30 SSH 9-61 52319

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 23, 1963

SUBJECT: AGENDA ITEM FOR OCTOBER 10 COMMISSION MEETING
File No. 32808 - Lammers
Harper Jct.-Burrell Ranch Section
Central Oregon Highway
Malheur County

To:

Mr. Floyd Query
Secretary

Office

AGENDA
OCT 10 1963
12-5

Please place upon the agenda of the October 10 meeting the matter of approving an Indenture of Access between Harley and Martha Lammers and the State of Oregon.

The Bureau of Public Roads has been advised that this Indenture has been prepared for the sole purpose of correcting the public records to conform to the actual construction of the original access approach.

Two copies of the instrument should be returned to us after approval and execution by the Commission.

L. I. LINDAS
Chief Counsel

By Walter T. Wright
Walter T. Wright
Right of Way Engineer

WTW:SM
cc: L. I. Lindas
Attachments
Indenture of Access (3)

NOTED
FLOYD QUERY

(A)
2 COPIES TO BE SIGNED
By Commission

R. E.

RECEIVED
DEC 2 - 1963
FOR FILING

Salem, Oregon
October 16, 1963

Agenda Item 1c-7

Mr. L.I. Lindas
Chief Counsel
Office

Attention: Mr. Walter T. Wright
Right of Way Engineer

File No. 32804 - Cottonwood Land and Cattle Company, Inc.
Harper Junction-Burrell Ranch Section
Central Oregon Highway
Malheur County

Attached for further handling are two fully executed copies of an Indenture of Access to the Cottonwood Land and Cattle Company, Inc. for a parcel of land on the Harper Jct. - Burrell Ranch Section of the Central Oregon Highway in Malheur County.

A conformed copy of the above Indenture has been retained in this office.

Secretary

rn
Attach: 2

FORM E-59 REV 8-61 80510

OREGON STATE HIGHWAY DEPARTMENT

1-e-7

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 3, 1963

To: Mr. Floyd Query
Secretary

O f f i c e

SUBJECT: AGENDA ITEM FOR OCTOBER 10
COMMISSION MEETING
File No. 32804 - Cottonwood Land
and Cattle Company, Inc.
Harper Junction-Burrell Ranch Section
Central Oregon Highway
Malheur County

AGENDA
OCT 10 1963
1e-7

Please place on the agenda of the October 10 meeting the matter of approving an Indenture of Access between the State of Oregon and the Cottonwood Land and Cattle Company, Inc.

The Bureau of Public Roads has been advised of the proposed changes and concur in the approval of this Indenture.

Two copies of the instrument should be returned to us after approval and execution by the Commission.

L. I. LINDAS
Chief Counsel

By Walter T. Wright
Walter T. Wright
Right of Way Engineer

SM
cc: L. I. Lindas
Attachment (3)

(A)
2 COPIES TO BE SIGNED
By Commission

...CTED
FLOYD ...UERY

RECEIVED
SEP 4 1963
FOR FILING

E 2101 C/
06-3

September 3, 1963

General Insurance Company of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

On August 16, 1963 we wrote to you concerning release of final payment on contract #6023, awarded to J. N. Conley & G. D. Dennis & Sons, Inc., for grading-paving-structures on the Harper Jct.-Burrell Section of the Central Oregon Highway in Malheur County.

Final payment on this contract is $59,982.97 and the total contract amount is $1,357,643.83, including $11,683.02 for work performed under force account.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head
Assistant Secretary

jf

cc: J. N. Conley &
G. D. Dennis & Sons, Inc.
4332 N. E. Royal Court
Portland 13, Oregon

C. H. Malson
Attn: John Herr

NOTED ON CARD

RECEIVED
AUG 19 1963
FOR FILING

August 16, 1963

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

Contract #6023 awarded to J. N. Conley & G. D. Dennis & Sons, Inc., for grading-paving-structures on the Harper Jct.-Burrell Section of the Central Oregon Highway in Malheur County was completed May 22, 1963, and accepted by the Highway Commission on August 15, 1963.

Final payment will be released to the contractor as soon as payment processing can be completed but not before August 23, 1963.

You have been previously notified of claims filed against the contract.

Very truly yours

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

by:
C. W. Head, Assistant Secretary

dc

cc: J. N. Conley &
G. D. Dennis & Sons, Inc.
4332 NE Royal Court
Portland 13, Oregon

cc: L. H. Young
C. H. Maison
Attn.: John Herr

RECEIVED
AUG 15 1963
FOR FILING

6023

August 15, 1963

Oregon State Highway Commission

Gentlemen:

Work was completed May 22 on Contract No. 6023. The contract was with J. H. Conley and C. B. Dennis & Sons and was for grading, paving, and structures on the Harper Junction-Burrell Section of the Central Oregon Highway in Malheur County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective August 15, 1963, and that you concur in this procedure at the Commission meeting on August 29.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison

LPS:ajw bbc

RECEIVED
AUG 14 1963
FOR FILING

6123

Salem, Oregon
August 14, 1963

Acceptance of Contract

Mr. L. P. Shaw
Assistant Highway Engineer
OFFICE

All work on the following contract is satisfactorily completed. It is ready for acceptance by the State Highway Commission:

Contract No. 6123 with J. E. Conley and G. P. Dennis & Sons for grading, paving and structures on the Huntington-Durkell Section of the Central Oregon Highway in Baker County, completed May 22, 1963.

L. H. Young
Office Engineer

HHY:jb

cc: Flagg Beery
C. H. Hixson
F. E. Morgan

Form E-1—(Rev.)

FINAL

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 2, 19 63

Section Harper Jct. - Burrell

Kind of work Grading, Paving and Structures

Highway Central Oregon County Malheur

Section prefix 23-1002

Contractor J.N. Conley & G.D. Dennis & Sons, Inc.

Contract number 6023

Date of contract January 19, 19 62

Specified work days 195

Date work started February 21, 19 62

Work days used 193

Project authorization $1,477,811.63
Exclusive of engineering $1,366,755.07

Per cent of time elapsed 99.0 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 1,373,300

Estimated per cent overrun [redacted] . . . . . 1.25 %

Per cent of contract completed, based on estimated cost . . . . . 100 %
Engineering authorization . . . . $ 111,055.56

Engineering cost to date $124,200, 111.8 %

Date project was completed , 19

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100	100	100	100	100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Recores on A.C. pavement were cut on Monday. Results of these tests have not been recieved.

Instructions from the Division Office have been recieved that there was to be no more rolling of the A.C. on this project.

Mr. Coulter visited this office on Thursday.

CONSTRUCTION DIVISION
AUG 5 1963

NOTED

Signed E.S. Thompson, Resident Engineer

Address Burns, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	13.99	13.99		13.99	13.99
Miles partially completed					
Miles completed	13.99	13.99		13.99	13.99
Total estimated quantities (contract)	707,600	174,900		155	51,600
Total quantities corrected to date	721,935	229,446		238	50,346
Estimated quantities moved or placed to date	721,935	229,446		238	50,346
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Compaction rollers ....., ..., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday			
Saturday			

RECEIVED
AUG 1 1963
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

6023

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

July 30, 1963

Yturri, O'Kief & Cox
Attorneys at Law
Yturri-Caldwell Building
Ontario, Oregon

Gentlemen:

This is to acknowledge receipt of your letter of July 25 and attached Notice of Claim of Harold Ginzel in the amount of $2,034.10 for labor, materials, and equipment rental as follows:

Page Paving Company	$ 18.00
C & D Rental Corporation	1,265.60
J. N. Conley & G. D. Dennis & Sons, Inc.	400.50
Bunting Tractor Company	350.00
	$2,034.10

The claim states this is in connection with the J. N. Conley and G. D. Dennis & Sons, Inc., Contract No. 6023, for grading, paving and structures on Harper Junction-Burrell Section of the Central Oregon Highway in Malheur County.

This claim is being forwarded to the Secretary of State for filing. We are also advising the surety and the contractor of the receipt of this Notice of Claim.

NOTED ON CARD
dc

File #4025
FILED
JUL 31 1963
HOWELL APPLING, JR.
SECRETARY OF STATE

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By C. W. Head
C. W. Head, Assistant Secretary

RECEIVED
JUL 31 1963
HOWELL APPLING, JR.
SECRETARY OF STATE

CWH:fkn

cc General Insurance Company of America
General Insurance Building
Seattle 5, Washington

Dooly & Company
Board of Trade Building
Portland 4, Oregon

P.S. Please acknowledge receipt of this claim on the enclosed copy of this letter.

J. N. Conley &
G.D. Dennis & Sons, Inc.
4332 NE Royal Court
Portland 13, Oregon

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol
Salem, Oregon 97310
Attn: George Stephens

ANTHONY YTURRI
JOHN C. O'KIEF
JAMES A. COX

YTURRI, O'KIEF & COX
ATTORNEYS AT LAW
YTURRI - CALDWELL BUILDING
ONTARIO, OREGON

TELEPHONE
TUcker 9-5368

July 25, 1963

Oregon State Highway Commission
Salem, Oregon

Attention: Floyd Query, Secretary

Gentlemen: Re: Contract No. 6023, Harper Junction-Burrel Section

Enclosed herewith is the claim of Harold Ginzel in the amount of $2,034.10. This notice is sent to you pursuant to the provisions of ORS 279.502 et seq. Please acknowledge receipt of the claim and of the filing of it.

Very truly yours,

YTURRI, O'KIEF & COX

By James A. Cox

jac ldh
enc.

STATE HIGHWAY COMMISSION
OREGON
SALEM
RECEIVED

NOTICE OF CLAIM

To: The Oregon State Highway Commission:

NOTICE is hereby given that the undersigned, Harold Ginzel, has a claim for rental of a Case Terramatic crawler loader used in the performance of the hereinafter described contract, as follows:

Page Paving Company, 2 hours/$9.00	$ 18.00
C & D Rental Corporation, 138.4 hours/$9.00	1265.60
J.N. Conley & G.D. Dennis & Sons, Inc., 44.5 hours/$9.00	400.50
Bunting Tractor Company, 3 wks./$100, plus $50.00 moving	350.00
Total	$2034.10

Said claim is for labor or materials, i.e., equipment rental, used in the prosecution of highway construction under Contract No. 6023, Harper Junction-Burrel Section, 8 miles West of Vale, Oregon, and is against the bond taken from J. N. Conley & G. D. Dennis & Sons, Inc., principal, and General Insurance Company of America, surety, in connection with such contract.

Done and dated, May 28, 1963.

Harold Ginzel

Harold Ginzel
c/o Yturri, O'Kief & Cox
Attorneys at Law
Ontario, Oregon

RECEIVED
JUL 29 1963
OREGON
STATE HIGHWAY COMMISSION

YTURRI AND O'KIEF
ATTORNEYS AT LAW
YTURRI-CALDWELL BUILDING
ONTARIO, OREGON

RECEIVED
JUL 29 1963
FOR FILING
6023

July 29, 1963

General Insurance Company of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of $203.43 which has been filed with the Secretary of State by Jim Thompson's Auto Electric, Ontario, for labor and materials furnished to Conley & Dennis.

The claim states that this is in reference to Contract No. 6023 with J. N. Conley & G. D. Dennis & Sons, Inc., for grading, paving and structures on the Harper Jct.-Burrell Section of the Central Oregon Highway in Malheur County.

This information is furnished as your company is listed as surety on the performance bond provided with this contract.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CC:
Dooly & Co.
Board of Trade Building
Portland 4, Oregon

NOTED ON CARD
dc

J. N. Conley & G. D. Dennis & Sons, Inc.
4332 N. E. Royal Court
Portland 13, Oregon

Commissioners

CWH:fp

HOWELL APPLING, JR.
Secretary of State

STATE OF OREGON
DEPARTMENT OF STATE

SALEM 10
July 24, 1963

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Highway Building
Salem, Oregon

Dear Sir:

We have received from J. E. Thompson, c/o Thompson Electric, Box 485, Ontario, Oregon and filed as of this date, a notice of claim by Jim Thompson's Auto Electric, 1688 S. W 4th Avenue, P. O. Box 485, Ontario, Oregon for labor and materials furnished in the sum of $203.43 against the bond taken from The General Insurance Co. of America through Dooly and Company, Board of Trade Building, Portland 4, Oregon, for the work of paving on the Harbor Junction-Burrell Section of the Central Oregon Highway in Malheur County, Oregon. Highway Contract No. 6023.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By Geo A Stephens
Public Records Section

GS:FK
Enc.

NOTED
FLOYD QUERY

RECEIVED
JUL 25 1963
OREGON
STATE HIGHWAY COMMISSION

NOTED
E. W. HEAD

P.O. Box 485
Ontario, Oregon
July 23, 1963

Secretary of State
Salem, Oregon

Dear Sir:

Below in this letter we wish to file claim under the bond issued to J. N. Conley and G. D. Dennis & Sons, Contract No. 6023 for grading and paving on the Harper Junction-Burrell Section of the Central Oregon Highway in Malheur County.

Conley & Dennis have failed to pay us for material and labor supplied to their equipment which was used on this road.

Thus as per 279,528 Execution and Contents of Notice of Claim: Notice a Public Record:

To Oregon State Highway Commission:

Notice hereby is given that the undersigned Jim Thompson's Auto Electric, 1688 S.W. 4th Avenue, (P.O. Box 485), Ontario, Oregon, has a claim for labor and materials furnished in the sums of $203.43 against the bond taken from The General Insurance Co. of America through Dooly and Company, Board of Trade Building, Portland 4, Oregon, for the work of paving on the Harper Junction-Burrell Section of the Central Oregon Highway in Malheur County.

JIM THOMPSON'S AUTO ELECTRIC

Owner

Yours very truly,

FILED
JUL 24 1963
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
JUL 24 1963
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
JUL 25 1963
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

6023

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

July 23, 1963

Mr. A. W. Parsons, Division Engineer
U. S. Bureau of Public Roads
477 Cottage Street N.E.
Salem, Oregon

File Nos. 32804, 32808, 32814
- Lemmers
Harper Junction-Burrell Section
Central Oregon Highway
Malheur County

Dear Sir:

During the time of construction of the Harper Junction-Burrell Section of the Central Oregon Highway, it was found advisable to change the location of six access points. This matter was discussed with the District Engineer of the Bureau of Public Roads, and he had no objection to the proposed changes. In every case, the new location of the point of access more nearly fits the topography of the owners' remaining land; and is not only a benefit to the owner, but was also an enhancement to traffic flow and the safety of the highway user.

Attached are copies of the three Indenture instruments wherein is shown the changes which are to be made. Attached also are Sheets 9, 10, 11, 13, and 25 of the construction plans of the Harper Junction-Burrell Section, Central Oregon Highway, Malheur County. On these Sheets are shown in red color, the location of the new points of access.

Since the change of all six of these points of access have had the verbal approval of the District Engineer, we plan to go ahead with presenting the various Indenture instruments to the Highway Commission for consideration.

Right of way on this project was acquired with state funds; no Federal-aid monies were involved. The Federal-aid Project Number and name for construction on this project were F-326(8), Harper Junction-Burrell Section, Central Oregon Highway, Malheur County. Construction on this project is complete.

If you have any question in this matter, please advise.

Very truly yours,

L. I. LINDAS
Chief Counsel

By
D. M. Mosbring
Assistant Right of Way Engineer

RECEIVED
JUL 24 1963
OFFICE OF
STATE HIGHWAY ENGINEER

DMM:mk:sm
cc: Lloyd Shaw
L. H. Young

RECEIVED
JUL 18 1963
FOR FILING

6023

July 17, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith are three copies of Materials Report, Form PR-47, as prepared by our engineer on Contract No. 6023, Harper Junction-Burrell Section, in Malheur County, Federal Project No. F-326(8).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:jb
Enc.

FORM PR-47 (REV. 2-62)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

STATEMENT OF MATERIALS AND LABOR USED BY CONTRACTORS ON HIGHWAY CONSTRUCTION INVOLVING FEDERAL FUNDS

(PPM 20-2 and PPM 40-4)

STATE	COUNTY
Oregon R	Malheur (R) 2/

PROJECT NO.
(#6023) F-326(8)

PART A *(To be completed by Public Roads or State Highway personnel - See instructions on reverse)*

ITEM		ROADWAY	BRIDGES (Over 20 ft.)	DATE STARTED
	CONSTRUCTION TYPE CODE			February 21, 1962
20	CONTRACT CONSTRUCTION AMOUNT	$ 1,312,558	$ 43,896	DATE COMPLETED: May 22, 1963
21	LENGTH OF PROJECT	13.953 MI.	0.025 MI.	TOTAL NO. BRIDGES: 2

PART B *(To be completed by contractor - See instructions on reverse)*

ITEM	MATERIALS AND SUPPLIES	UNIT	ROADWAY QUANTITY	BRIDGE QUANTITY
1	CEMENT	BBL.		
2	AGGREGATES PURCHASED	~~TON~~ 1/ CU. YD.		
3	BITUMINOUS MATERIAL	GAL.	730,099	
4	LUMBER	MFBM	3	7
5	TIMBER PILING	LIN. FT.		800
7	REINFORCING STEEL	LB.	40,443	85,557
8	STRUCTURAL STEEL	LB.		
11	READY-MIXED CONCRETE	CU. YD.	238	442
12	PREMIXED BITUMINOUS PAVING MATERIALS	TON.		
15	AGGREGATES PRODUCED	~~TON~~ 1/ ~~CU. YD.~~	283,000	
16	MISCELLANEOUS STEEL	LB.	5,300	
17	FENCING	LIN. FT.	60,951	
18	GUARD RAIL	LIN. FT.	17,041	
19	BRIDGE RAIL	LIN. FT.		
23	COST OF SIGNS	DOL.		
24	COST OF LIGHTING	DOL.		
9	PETROLEUM PRODUCTS	GAL.	393,995	
10	EXPLOSIVES	LB.	258,741	
22	TOTAL COST OF ALL MATERIALS AND SUPPLIES	DOL.	829,652	25,657

CULVERT ITEMS

ITEM	SIZE (Inches)	LENGTH (Lin. ft.)
6	CORRUGATED STEEL CULVERT	
	6"	1145
	8"	34
	12"	102
	18"	304
	24"	30
	36"	76
	48"	468
	60"	291
	72"	34
	84" Str.Pl.	188
13	CONCRETE PIPE	
	12"	636
	18"	1908
	24"	867
	36"	99
14	CLAY PIPE AND DRAIN TILE	
25	CORR. ALUMINUM CULVERT	
26	CAST IRON PIPE	

30	LABOR	TOTAL MAN HOURS	TOTAL WAGES PAID (Without deductions)
		122,235	479,030.00

REMARKS: *(Use additional sheet if more space is required.)*

1/ Strike out unit not applicable 2/ Insert "M" or "R" for Municipal or Rural

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE.

USCOMM-DC 41469-P62

RECEIVED
JUL 16 1963
FOR FILING

F-321 (1)

July 15, 1963

J. N. Conley and
G. D. Dennis & Sons
4332 N. E. Royal Court
Portland 13, Oregon

Attention: Mr. J. N. Conley

Dear Jim:

In connection with claims filed against Contract No. 6023, our records show a letter from Ontario Auto Parts against C and D Rentals in the amount of $52.23 and also a claim from Don Moore for hydraulic jack repair in the amount of $34.70.

On previous claims filed with us by G-K Machine Company and from Home Lumber and Coal Company, we have received letters stating that they have been paid.

Unless the surety requests us to do so, we do not plan to hold up any payments on this contract because of the claims that have been filed.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fkn

NOTED ON CARD

J. N. CONLEY — G. D. DENNIS & SONS
4332 N. E. ROYAL COURT
PORTLAND 13, OREGON
BELMONT 6-6842
PROSPECT 4-3284
PROSPECT 4-8085

July 12, 1963

Floyd Query, Secretary
Oregon State Highway Commission
State Highway Dept.,
Salem 10, Oregon

Dear Sir:

RE: Contract #6023
Your letter, July 9, 1962
General Ins. Co., Portland

It is noted in the last paragraph of your letter that claims have been filed with the Commission on the above referenced Contract.

We do not have record of any claims. Would you please advise who has filed so that we can undertake settlements, if any.

We have several sub-contractors and it is possible that they might be involved. We do not wish to have our money held up.

Very Truly Yours.
J. N. Conley - G. D. Dennis & Sons

J. N. Conley

J. N. Conley, Partner

cc. General Insurance Co. of America
Portland Service Office
209 S. W. 4th. Ave.
Portland 4, Oregon

RECEIVED
JUL 15 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 9 - 1963
FOR FILING

F 326 (1)

6023

July 9, 1963

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

Semi-final payment on contract #6023 for grading-paving-structures on the Harper Jct.-Burrell Section of the Central Oregon Highway in Malheur County, will be released to the contractor, J. N. Conley & G. D. Dennis & Sons, Inc., after July 16, 1963.

This payment of $2,496.82 reduces the retained percentage to $59,315.35.

You have been previously advised that claims have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: J. N. Conley &
G. D. Dennis & Sons, Inc.,
4332 NE Royal Court
Portland 13, Oregon

cc: C. H. Maison
Attn.: John Herr

RECEIVED
JUN 17 1963
FOR FILING

F-326(8)

6023

June 14, 1963

General Insurance Company of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

Attached is copy of a claim in the amount of $52.23, which has been filed with the Secretary of State by Ontario Auto Parts, Ontario, for materials supplied to C & D Rentals, subcontractor.

This appears to be in connection with State Highway Contract No. 6023 with J. N. Conley & G. D. Dennis & Sons, Inc., for grading, paving and structures on the Harper Junction-Burrell Section of the Central Oregon Highway in Malheur County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CC:
Dooly & Co.
Board of Trade Building
Portland 4, Oregon

NOTED ON CARD
dc

J. N. Conley & G. D. Dennis & Sons, Inc.
4332 N. E. Royal Court
Portland 13, Oregon

Commissioners

CWH:fp

HOWELL APPLING, JR.
Secretary of State

STATE OF OREGON
DEPARTMENT OF STATE
SALEM 10

June 13, 1963

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem 10, Oregon

Dear Sir:

We have received from Wm. Lewis, Ontario Auto Parts, 81 South Oregon Street, Ontario, Oregon and filed as of this date, a notice of claim by Ontario Auto Parts for welding materials furnished in the sum of $52.23 against the bond taken from The General Insurance Co. of America through Dooly and Company, Board of Trade Building, Portland 4, Oregon for the paving on the Harper Junction-Burrell Section of the Central Oregon Highway in Malheur County.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

Geo A Stephens

By
Public Records Section

GS:FK

NOTED ON CARD
dc

cc please handle
JG

RECEIVED
JUN 14 1963
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

ONTARIO AUTO PARTS

81 SOUTH OREGON STREET
ONTARIO, OREGON

June 12, 1963

Secretary Of State
Salem, Oregon

Dear sir,

Below in this letter we wish to file claim under the bond issued to J.N. Conley and G.D. Dennis & Sons, Contract No. 6023 for grading and paving on the Harper Junction-Burrell Section of the Central Oregon Highway in Malheur County.

The C & D Rentals has failed to pay us for material supplied on this road.

Thus as per 279,528 Execution and Contents of Notice of Claim: Notice a Public Record:

To Oregon State Highway Commission;

Notice hereby is given that the undersigned Ontario, Auto Parts, 81 S. Oregon, Ontario, Oregon has a claim for welding materials furnished in the sum of $52.23 against the bond taken from The General Insurance Co. of America through Dooly and Company, Board of Trade Bldg. Portland 4, Oregon for the work of paving on the Harper Junction-Burrell Section of the Central Oregon Highway in Malheur County.

Yours truly,

FILED
JUN 13 1963
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
JUN 13 1963
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
JUN 5 - 1963
FOR FILING

Salem, Oregon
June 4, 1963

Mr. F. D. Morgan
Construction Engineer
O F F I C E

This is to advise you that work was completed on May 22, 1963, on Contract No. 6023, Harper Jct.-Burrell Section, in Malheur County.

We request that your office return a signed copy of this letter indicating acceptance of the contract work, or listing any conditions below which would prevent acceptance of the project by the Highway Commission.

The contract work was accepted on May 31, 1963, by the BPR. Estimated date of the removal of contractor's equipment and cleanup of site was 6-7-63.

L. H. Young
Office Engineer

DBP:bb

Construction Division
Office Endorsement

Date:_____

Conditions noted on above date:

Construction Engineer

RECEIVED
JUN 4 - 1963
FOR FILING

F 326 (1)

6073

June 3, 1963

Oregon State Highway Commission

Gentlemen:

The Harper Junction-Burrell Section of the Central Oregon Highway in Malheur County is nearing completion. This leaves several segments of the old road that properly should no longer be a part of the state highway system.

On the agenda for the June 10 Commission meeting will appear the matter of adopting a resolution whereby these segments will be abandoned to the adjacent property owners. It is recommended that the resolution have your favorable consideration.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
H. S. Cox

RLP:ms bbc

RECEIVED
MAY 29 1963
FOR FILING

F-326(8)
6023

May 28, 1963

Mr. Don Moore
1031 S. W. 3rd Avenue
Ontario, Oregon

Dear Mr. Moore:

We have received your claim letter of May 27 and the attached statement advising that J. N. Conley & G. D. Dennis & Sons, Inc. owe you for hydraulic jack repair in the amount of $34.70. You state this is in reference to the Conley and Dennis Contract No. 6023, for grading, paving and structures on Harper Junction-Burrell Section of the Central Oregon Highway in Malheur County.

The General Insurance Company of America, through Dooly and Company, Board of Trade Building, Portland 4, Oregon, furnished the performance bond on this contract which is given to assure completion of the contract and payment of all bills incurred in it. The State does not make payment of claims, but looks to the surety and contractor for such payment.

So that there will be no misinterpretation of the law, we are forwarding your claim letter to the Secretary of State for filing.

In the meantime, this information will be noted in our records and we will advise the surety and the contractor of the receipt of your letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

cc: Glenn L. Jackson
David B. Simpson

CWH:jmc

NOTED ON CPML
lc

May 28, 1963

General Insurance Company of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

The attached claim letter, dated May 27, 1963, and statement have been received from Mr. Don Moore, Ontario, advising that J. N. Conley & G. D. Dennis & Sons, Inc. owe them for hydraulic jack repair in the amount of $34.70.

This appears to be in connection with J. N. Conley & G. D. Dennis & Sons, Inc. Contract No. 6023, for grading, paving and structures on Harper Junction-Burrell Section of Central Oregon Highway in Malheur County. This claim letter and statement have been forwarded to the Secretary of State for filing.

We provide this information as your company is listed as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

cc: Dooly & Co.
Board of Trade Building
Portland 4, Oregon

J. N. Conley & G. D. Dennis & Sons, Inc.
4332 N. E. Royal Court
Portland 13, Oregon

NOTED ON CARD
dc

Ontario, Oregon
May 27, 1963

Mr. Floyd Query
Sec. Oregon State Hwy. Comm.
State Hwy. Bldg.
Salem 10, Oregon.

The Following is in regards to repair work I did for the following contractor. Of which they have as of this date not paid me for. Hydraulic Jack Repair.

The amount of the bill is $34.70
The date Jan. 9, 1963
The contractor. J.N. CONLEY & G.D. DENNIS & SON INC.
The project name, Harper Junction, Burrell Section
The contract no. 6023
The location, Hwy.20 8 miles west of Vale.

Is this the proper way to handle this?

Thank you kindly.

Don Moore
1031 S.W. 3rd Ave.
Ontario, Oregon.

Enclosed copy of statement.

Bond of General Insurance Co. of America
Bond Policy & Co. Bond of Trade Bldg. Portland 4, Ore.

RECEIVED
MAY 2
OREGON
STATE HIGHWAY COMMISSION

DATE 4/15/63

• E.H. Pittel Co.
Credit Department
[illegible]

Please detach and return upper portion with your remittance. $_____

DATE	CHARGES AND CREDITS	BALANCE
	Expanding Check Register Fee & Postage Expense From 9-1963 Total Amount	3.70

GrayLine "SNAP-A-WAY" FORM 44-501 2-PARTS
PRODUCT OF WILSON JONES COMPANY © 1961

Your Check is Your Receipt

RECEIVED
JUN 3 - 1963
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

F-326 (8)
6023

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

May 28, 1963

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol
Salem 10, Oregon

Attention: Mr. George C. Stephens

Gentlemen:

Enclosed is a claim letter, dated May 27, 1963, and a statement in the amount of $34.70, received from Mr. Don Moore, Ontario, for hydraulic jack repair, for J. N. Conley & G. D. Dennis & Sons, Inc.

This appears to be in connection with our Contract No. 6023, with J. N. Conley & G. D. Dennis & Sons, Inc., for grading, paving and structures on Harper Junction-Burrell Section of Central Oregon Highway in Malheur County. The General Insurance Company of America, through Dooly & Company, Board of Trade Building, Portland 4, Oregon, furnished the performance bond on this contract.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

NOTED ON CHIEF

File #4012

FILED
MAY 31 1963
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
JUN - 3 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 31 1963
HOWELL APPLING, JR.
SECRETARY OF STATE

NOTED
C. W. HEAD

RECEIVED
MAY 28 1963
FOR FILING

May 27, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on May 22, 1963, on Contract No. 6023, Harper Jct.-Burrell Section, in Malheur County, in connection with Federal-Aid Project No. F-326(8).

We request that your office inspect the contract work and return a signed copy of this letter indicating acceptance or listing below any items or conditions of the contract which would prevent your final acceptance of the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement Date:_____

Conditions noted on above date:

A. W. Parsons
Division Engineer

DBP:jh
cc: H. S. Cox

RECEIVED
MAY 22 1963
FOR FILING

Cook
Thompson's

May 22, 1963

Thompson's Auto Electric
Box 485
Ontario, Oregon

Attention: Mr. J. E. Thompson

Gentlemen:

This is to acknowledge receipt of your letter of May 18 and attached list of invoices, informing us that Conley and Dennis owe you $203.43 for labor and parts.

Our records indicate that J. N. Conley and G. D. Dennis and Sons, Inc., have a contract for grading, paving and structures on the Harper Junction-Burrell Section of the Central Oregon Highway in Malheur County. This is known as State Highway Contract No. 6023. This contract was approximately 99% complete as of May 17. The estimated completion date is May 25, 1963.

Would you please inform us if these unpaid invoices are in connection with this contract or some other contract in your area. If it does apply to this particular contract as described, we wish to inform you that the General Insurance Company of America through Dooly and Company, Board of Trade Building, Portland 4, Oregon, furnished the performance bond which is given to assure completion of the contract and payment of all bills incurred in it. The State does not make payment of claims but looks to the prime contractor or surety for such payment. If you wish to protect your claim under the bond, the claim should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission.

For your information and guidance, we are attaching excerpts from the Oregon law outlining the filing procedure.

Very truly yours,

NOTED ON CARD

Secretary
OREGON STATE HIGHWAY COMMISSION

Att.

CWH:fkn

Box 485
Ontario, Oregon
May 18, 1963

Mr. Floyd Query
Sec. of Highway Commission
Oregon State Highway Department
State Highway Building
Salem, Oregon

Dear Sir:

We have tried, without success, to collect the money due us from Conley and Dennis.

We are, therefore, filing suit with you against them.

An itemized list of unpaid invoices is enclosed.

Yours very truly,
THOMPSON'S AUTO ELECTRIC

J. E. Thompson
J. E. Thompson

JET:SCB
Enc.

UNPAID BALANCE: $203.43

NOTED
C. W. READ

RECEIVED
MAY 20 1963
OREGON
STATE HIGHWAY COMMISSION

Thompson's Auto Elec[illegible]c
Box 485
Ontario, Oregon

May 18, 1963

In account with: Conley & Dennis

Date: 5/10/62
Invoice: #2006
Signed by: Ken Robin or Rohn?

Labor:

Bail out and Repair Radiator	$14.00	
Less 20%	2.80	
Total		$11.20

- - - - - - - - - - -

Date: 5/26/62
Invoice: #2061

Parts:

1	FD106 Rotor	.65
1	FD77X Condenser	1.20
1	FD8183XU Points	2.25
	Essentialube	1.50
Labor:	Install Points, Condenser, and Plugs	5.00
		$10.60
	Less 20%	2.12
	Total	8.48

- - - - - - - - - - -

Date: 5/26/62
Invoice: #2063 - (W.O. 8893
Purchase Order: 0185

Parts:

1	RX-37 Brushes	$1.20
1	X-4200 Bushing	.30
1	X-5642 Bushing	.40
1	X-4890 Bushing	.30
		2.20
Labor:	Repair Starter	6.00
		8.20
	Less 20%	1.65
	Sub-total	$6.55

Thompson's Auto Electric
Box 485
Ontario, Oregon

May 18, 1963

In account with: Conley & Dennis

Date: 5/26/62
Invoice: #2063
Purchase Order: 0185

Parts:

1	1873902 Armature	$102.50	
	Less 25%	25.62	
		76.88	
	Air Express Charges	21.91	
	Sub-total		$98.79
	Total		$105.34

- - - - - - - - - - -

Date: 8/31/62
Invoice: #2687 - (W.O. 7731)
Purchase Order: 0230

Parts:

1	53 Armature	$39.60	
1	54 Field	21.45	
2	12 Brushes	.30	
1	22 Bearing	4.62	
1	24 Bearing	2.64	
		$68.61 (net)	
	Labor on Grinder Motor	7.00	
	Phone	1.80	
	Messenger to Stage	1.00	
	Total		78.41
	GRAND TOTAL		$203.43

RECEIVED
MAY 22 1963
FOR FILING

May 22, 1963

Thompson's Auto Electric
Box 485
Ontario, Oregon

#6023

Attention: Mr. J. E. Thompson

Gentlemen:

This is in reply to your letter of May 18 and attached itemized list of invoices stating that C & D Construction owe you an amount of $230.17 for labor and parts.

This department does not have a prime contractor performing work by the name of C & D Construction. It is possible that they might be performing work as a subcontractor.

If these items were furnished on a state highway contract, would you please give us the contract number, contractor's name or project description. The State does not make payment of claims, but looks to the prime contractor or surety for such payment. If you wish to protect your claim under the bond, the claim should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission.

Excerpts from the Oregon law outlining the filing procedure is attached to our other letter of this date to you.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fkn

NOTED ON CARD
dc

Box 485
Ontario, Oregon
May 18, 1963

Mr. Floyd Query
Sec. of Highway Commission
Oregon State Highway Department
State Highway Building
Salem, Oregon

Dear Sir:

We have tried, without success, to collect the money due us from C. & D. Construction.

We are, therefore, filing suit with you against them.

An itemized list of unpaid invoices is enclosed.

Yours very truly,
THOMPSON'S AUTO ELECTRIC

J. E. Thompson

J. E. Thompson

JET:SCB
Enc.

UNPAID BALANCE: $230.17

RECEIVED
MAY 20 1963
OREGON
STATE HIGHWAY COMMISSION

Thompson's Auto Electric
Box 485
Ontario, Oregon

May 18, 1963

In account with: C. & D. Construction

Date: 8/31/62
Invoice: #2670
Purchase Order: 1100

Parts:

1	AT-6058 Armature	$112.50
4	2105 Brushes	6.80
1	204 Bearing	6.80
1	304 Bearing	8.90
1	BR-602 Seal	.80
		135.80

Labor:

Overhaul Generator and Service trip to Install same		24.00
Total		$159.80

- - - - - - - - - - -

Date: 10/24/62
Invoice: #2929 - (W.O. 9043)
Purchase Order: 677

Parts:

1	24-3 Bearing	$1.40
1	36-6 Center Bearing with Plate	6.80
1	MBD 4003 S Field	14.60
		22.80

Labor:

Overhaul Tractor Starter		18.00
	$40.80	
Less 20%	8.16	
Total		$32.64

Thompson's Auto Electric
Box 485
Ontario, Oregon

May 18, 1963

In account with: C. & D. Construction

Date: 11/17/62
Invoice: #3108 - (W.O. 9072)
Purchase Order: 708

Parts:

1	BK 52234 Points	$4.20
1	CW 5232 Condenser	2.30
1	GC 64932 Rotor	3.65
		$10.15
	Less 20%	2.02
		$8.13

Labor:

Rebuild Magneto	7.50
Service Trip	12.00
Total	$27.63

- - - - - - - - - - -

Date: 1/28/63
Invoice: #3417
Purchase Order: Authorized by phone call from Donald Dennis. Invoice signed by "Rohde."

Parts:

1	CW 52110 Condenser	$2.10

Labor:

Remove, clean, and adjust Magneto. Adjust carburetor on #D-8 Cat loaded on Lowboy--headed for Biggs' Job.	7.10
Charge Battery - Check Generator and Regulator	1.00
Total	$10.10
GRAND TOTAL	$230.17

RECEIVED
MAY 15 1963
FOR FILING

F-2(1)

May 13, 1963

General Insurance Company of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

We have received a letter, dated May 11, from the Home Lumber & Coal Company, Vale, stating that the account of Conley and Dennis was paid in full on May 10. This Company previously wrote us on May 8 that Conley and Dennis owed them $388.44 for material furnished on Contract No. 6023.

Our records indicate this to be in reference to the J. N. Conley & G. D. Dennis & Sons, Inc. Contract No. 6023, for grading, paving and structures on Harper Junction-Burrell Section of the Central Oregon Highway in Malheur County.

We provide this information as your company is listed as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

cc: Dooly & Company
Board of Trade Building
Portland 4, Oregon

J. N. Conley & G. D. Dennis & Sons, Inc.
4332 N.E. Royal Court
Portland 13, Oregon

C:WH:jmc

NOTED ON CARD
dc

May 13, 1963

Home Lumber & Coal Company
Vale
Oregon

Attention: Mr. Herman Olsen
Manager

Gentlemen:

Thank you for your letter of May 11 advising us to disregard your letter of May 8 concerning the past-due account of Conley and Dennis as it was paid in full on May 10.

Your letter of May 8 stated this was in reference to the J. N. Conley & G. D. Dennis & Sons, Inc. Contract No. 6023, for grading, paving and structures on Harper Junction-Burrell Section of Central Oregon Highway in Malheur County.

This information will be noted in our records and we will advise the surety and the contractor that the contractor's account has been paid in full.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

CWH:jmc

cc: G. L. Jackson
D. B. Simpson

NOTED ON CARD
dc

Home Lumber & Coal Company

Complete Building Service

Vale, Oregon
May 11, 1963

Mr. Floyd Query
Sec State Hy. Commission
Salem, Oregon

Dear Mr. Query:

Please disregard our letter of May 8, 1963 concerning past due account by Conley & Dennis Rental. This account was paid in full May 10, 1963.

Very truly yours

Herman Olser
Home Lumber & Coal.,Co Inc.
Vale, Oregon

cc Conley & Dennis & Son
Portland, Ore.

Cc
Please handle
JO-

RECEIVED
MAY 13 1963
OREGON
STATE HIGHWAY COMMISSION

LUMBERMEN SINCE 1884

Home Lumber & Coal Company

Complete Building Service

Vale, Oregon
May 8, 1963

Mr. Floyd Query
Sec. State Hy. Commission
Salem, Oregon

Dear Mr. Query:

Attached please find statement of balance due on Conley & Dennis Rental Co. on Harper Junction Project, Burrell Section #6023, eight miles west of Vale, Oregon

As this account has become seriously past due it is necessary to file claim in the amount of $388.44 with your department.

Very truly yours

Herman Olsen Mgr
Home Lumber & Coal Co., Inc.
Vale, Oregon

cc J.N. Conley & G.D. Dennis & Son
Portland, Oregon

NOTED
FLOYD QUERY

RECEIVED
MAY 10 1963
STATE HIGHWAY COMMISSION

LUMBERMEN SINCE 1884

Telephone Granite 3-6661

S[illegible]EMENT

HOME LUMBER & COAL COMPANY

A Division of The A. C. Houston Lumber Co.

COMPLETE BUILDING SERVICE

Vale, Oregon, 5-8, 1963

C & D Rental Co.
Portland, Oregon

This statement covers purchases including the 28th of the month. Purchases after that date will appear on your next month's statement.

DATE	TICKETS ATTACHED	CHARGES	CREDITS	BALANCE
	BALANCE BROUGHT FORWARD STATEMENT RENDERED			388 44
	Charges			
	Returns			
	Other Credits			
	Cash Payment			
	Balance Due			

A statement of your account will be rendered once every 30 days to avoid errors.
All accounts due first of month following purchase. Interest charged on all past due accounts.

RECEIVED
MAY 15 1963
FOR FILING
E-221 (2)
6023

May 13, 1963

General Insurance Company of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

We received a letter, dated May 9, from G-K Machinery Company, Boise, Idaho, informing us that J. N. Conley and G. D. Dennis & Sons, Inc. have paid the balance of their account in the amount of $4,724.01.

Our records indicate this to be in connection with State Highway Contract No. 6023, for grading, paving and structures on Harper Junction-Burrell Section of Central Oregon Highway in Malheur County.

We provide this information as your company is listed as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

cc: Dooly & Company
Board of Trade Building
Portland 4, Oregon

J. N. Conley & G. D. Dennis & Sons, Inc.
4332 N.E. Royal Court
Portland 13, Oregon

NOTED ON CARD
dc

CWH:jmc

May 13, 1963

G-K Machinery Company
P. O. Box 2604
Boise, Idaho

Attention: Mr. R. L. Pratt

Gentlemen:

Thank you for your letter of May 9 informing us that J. N. Conley and G. D. Dennis & Sons, Inc. have paid the balance of their account in the amount of $4,724.01. This payment releases your filing against the bond on Contract No. 6023.

Our records indicate this to be in connection with the J. N. Conley & G. D. Dennis & Sons, Inc. Contract No. 6023, for grading, paving and structures on Harper Junction-Burrell Section of Central Oregon Highway in Malheur County.

This information is being noted in our records and we will advise the surety and the contractor of the receipt of your letter.

Very truly yours,

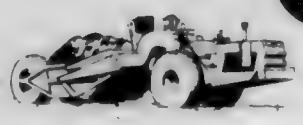
Secretary
OREGON STATE HIGHWAY COMM.

cc: G. L. Jackson
D. B. Simpson

CWH:jmc

NOTED ON CARD
dc

AFFILIATED WITH Rocky Mountain MACHINERY CO.



G-K Machinery Company

5200 FEDERAL WAY • P. O. Box 2604 • BOISE, IDAHO
Phone 4-5593

May 9, 1963

State of Oregon
State Highway Department
Salem 10, Oregon

Attention: Mr. Floyd Query, Secretary

Gentlemen:

This is to inform you that the balance of $4,724.01 owed us by J. N. Conley and G. D. Dennis & Son, Inc., has been paid and thereby releases our filing against the bond on contract #6023, Harper Junction-Burrell Section of the Central Oregon Highway.

Very truly yours,

G-K MACHINERY COMPANY

R. L. Pratt

RLP:tl

CC: J. N. Conley & G. D. Dennis & Sons, Incorporated

Please handle

NOTED
FLOYD QUERY

RECEIVED
MAY 13 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 7 - 1963
FOR FILING

May 7, 1963

Ontario Auto Parts
81 South Oregon Street
Ontario, Oregon

Attention: Mr. William Lewis

Gentlemen:

This is to acknowledge your letter of May 1 stating that C & D Rentals of Vale owe you $52.23 for materials used on the construction of a road between Vale and Juntura.

From the description, this appears to be the J.N. Conley and G. D. Dennis & Sons, Inc., Contract No. 6023, grading, paving and structures on the Harper Junction-Burrell Section of the Central Oregon Highway in Malheur County. Our Construction Division has informed us that this contract was approximately 94% complete as of May 1, 1963.

The General Insurance Company of America through Dooly and Company, Board of Trade Building, Portland 4, furnished the performance bond which is given to assure completion of the contract and payment of all bills incurred in it.

If you wish to protect your claim under the bond, the claim should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission. Attached are excerpts from the Oregon law outlining the filing procedure.

In the meantime, this information will be noted in our records and we will advise the surety and the contractor of your claim.

Very truly yours,

NOTED ON CARD

Secretary
OREGON STATE HIGHWAY COMMISSION

Att.

cc Commissioners

CWH:fkn

May 7, 1963

General Insurance Company of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

A letter dated May 1, 1963, has been received from Ontario Auto Parts, 81 South Oregon Street, Ontario, advising that C & D Rentals in Vale, owes them $52.23 for materials which was used on highway construction between Vale and Juntura.

This appears to be in connection with the J. N. Conley and G. D. Dennis and Sons, Inc., Contract No. 6023, grading, paving and structures on Harper Junction-Burrell Section of the Central Oregon Highway in Malheur County.

We provide this information as your company is listed as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc Dooly & Company
Board of Trade Building
Portland 4, Oregon

NOTED ON CARD
dc

J. N. Conley & G. D. Dennis & Sons, Inc.
4332 N. E. Royal Court
Portland 13, Oregon

CWH:fkn

SPEED MESSAGE

TO Oregon State Highway mission
Salem, Oregon

FROM ONT RIO AUTO PARTS
81 South Oregon Street
ONTARIO, OREGON

SUBJECT

DATE 5-1-63 19

Gentlemen;

We sold the C & D Rentals in Vale, Oregon some material which was used on the construction of a road between vale and Juntura. To date we have not been paid and thus as this road has not been approved yet we would like to turn the amount of $52.23 over to the bonding company for collection.

As this is the first time I have ever encountered this type of thing would you advise me as to the necesary steps or forms needed to get the job done.

Thanking you in advance.

Wm Lewis

Cec
please handle
7k

#6023

SIGNED

NOTED
C. W. HEAD

RECEIVED
MAY - 6 1963
OREGON
STATE HIGHWAY COMMISSION

W.I. FORM 44-900 U.S.A.

RECEIVED
JUN 7 1963
FOR FILING

6023

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 2, 1962

To: Mr. Cecil Gardner
Bridge Division
Salem

SUBJECT: Contract No. 6023
J. N. Conley and G.D.Dennis & Sons, Inc.
(R. H. Dunn dba DeFore Construction Co., Subcontractor)
Harper Jct.-Burrell Section
Central Oregon Highway
Malheur County
Grading, paving and structures

Attached for processing and approval is General Insurance Company Certificate No. BLP 196735, expiring 1-15-63, covering the above contract. Also attached is endorsement of insurance policies covering Oregon State Highway Commission pipe line and miscellaneous permits.

We would appreciate having the necessary copies for our insurance file.

Floyd Avery
Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

5/8/62 cc Mr. G. S. Paxson

No Ins. req'd on contract paving

RECEIVED
BRIDGE DIVISION

442 Sixth Street

Con Herbster Insurance

Phone
475-2326

Box 456
Madras, Oregon

April 23, 1962

RECEIVED
APR 24 1962
OFFICE OF
PERMITS

#6023

State of Oregon
State Highway Commission
Salem, Oregon

Re: R. H. Dunn sub contractor
dba Defore Construction Co.

Attention: R. P. Hamilton

In reply to your letter of April 18th this is not for right of way. Mr. Dunn is doing some construction work for the State Highway Department over in Ontario and asked us to make the filing for him. I can't even tell you the name of the job as it was a subcontract and was not bonded.

Confidentially yours,

Con Herbster

CH:no

NOTED
C. W. HEAD

NOTED
JAMES L. HUFFMAN

RECEIVED
APR 24 1962
OREGON
STATE HIGHWAY COMMISSION

Insure with CON-fidence

FORM 7-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER

G. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

April 18, 1962

Con Herbster Insurance
P. O. Box 456
Madras, Oregon

Gentlemen:

Receipt is acknowledged of Certificate of Insurance evidencing General Insurance Company of America Policy No. BLP 196735, issued on behalf of R. H. Dunn DBA DeFore Construction Company.

We have been unable to determine the purpose for which the certificate was submitted, but assume it is in connection with work the insured proposes to perform on highway right of way under permit issued by this department.

In this event, please be advised that the certificate must include our Standard Endorsement (copy enclosed) in order to meet the requirements of such a permit.

Very truly yours,

R. B. Sipprell
Director of Permits

By

R. P. Hamilton
Utilities Permit Engineer

RPH:mg
Encl.

RECEIVED
APR 24 1962
PERMITS
HIGHWAY DIVISION

Revised 7-8-58

ENDORSEMENT OF INSURANCE POLICIES COVERING
OREGON STATE HIGHWAY COMMISSION PIPE LINE AND MISCELLANEOUS PERMITS

The State of Oregon, its State Highway Commission and members thereof, its officers, agents, and employees are hereby included as named insureds in the herein numbered policy as to the operations of the primary named insured under any permit issued by the State of Oregon, by and through its State Highway Commission, except as to claims against the primary named insured for injury to their persons or damage to any of its or their property.

Cancellation of this endorsement or of the policy to which it is attached may be effected by agreement of the parties hereto, or by the company or the primary named insured giving not less than thirty (30) days' notice in writing and by certified mail to the Director of Permits, Room 121, State Highway Building, Salem, Oregon; said notice to commence to run from the date notice is actually received at the said office.

The limits of liability of the company for the operations of the insured in construction operations on the right of way of any State Highway shall be as follows:

Bodily injury liability -	Each person	$100,000
	Each accident	$200,000
Property damage liability -	Each accident	$50,000

The limits provided herein are the minimum limits required by the Oregon State Highway Commission and shall in no way be considered as a reduction in the limits of the protection as provided in this policy for the primary named insured.

8-18-61
dh

CERTIFICATE OF INSURANCE

GENERAL INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON

HEREBY CERTIFIES that such insurance policies as are indicated hereunder have been issued and are in full force and effect on the effective date of this certificate.

Name of Insured R. H. DUNN DBA DE FORE CONSTRUCTION COMPANY

Mailing Address BOX 474 (Street) MADRAS, (City) OREGON (State)

Policy Period: from JANUARY 15, 1962 to JANUARY 15, 1963
12:01 A.M., Standard Time, at the address of the insured shown above.

This certificate indicates insurance afforded only with respect to such and so many of the policies of insurance as are indicated by number herein, and to such and so many of the coverages under such policies as are indicated by the inclusion of limits of liability, amount of coverage or the word "Included".

This certificate is only a statement of the existence of the policy or policies of insurance herein referred to and does not change or affect the terms thereof.

Type of Insurance	Policy Number	Coverage	Limits of Liability or Amount of Coverage	
Public Liability Other Than Auto or Elevator	BLP196735	Bodily Injury	100,000.00 300,000.00	One Person One ~~(Accident)~~(Occurrence)
		Property Damage	100,000.00 100,000.00	One Accident Aggregate
Auto Public Liability	BLP196735	Bodily Injury	100,000.00 300,000.00	One Person One ~~(Accident)~~(Occurrence)
		Property Damage	25,000.00	One (Accident)(Occurrence)
Workmen's Compensation		Subject to the terms of the Workmen's Compensation laws of the state in which policy affords coverage.		
				One Person One (Accident)(Occurrence) Aggregate
				One (Accident)(Occurrence)

Location of risk covered, or description of automobile or elevator covered, or description and location of operations or work covered: ALL OPERATIONS IN ACCORDANCE WITH POLICY TERMS AND CONDITIONS.

☐ This policy provides Products and Completed Operations coverage.

Certificate issued to STATE HIGHWAY COMMISSION ENGINEER

Address SALEM, OREGON

Dated at MADRAS, OREGON on MARCH 26, 1962

PSO:JD:DM

GENERAL INSURANCE COMPANY OF AMERICA

By _____

C-70 R-6 8-61

RECEIVED
APR 22 1963
FOR FILING

April 22, 1963

G-K Machinery Company
P. O. Box 2604
Boise, Idaho

Attention: Mr. R. L. Pratt
Manager

Gentlemen:

Contract No. 6023, awarded to J. N. Conley and G. D. Dennis & Sons, Inc., for work on the Harper Junction-Burrell Section of the Central Oregon Highway in Malheur County, is approximately 90% complete. The completion of the contract is anticipated to be about June 1, 1963.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

AFFILIATED WITH Rocky Mountain MACHINERY CO.

G-K Machinery Company

5200 FEDERAL WAY • P. O. Box 2604 • BOISE, IDAHO

Phone 4-5593

April 19, 1963

Oregon State Highway Commission
State Highway Department
Salem 10, Oregon

Attention: Mr. Floyd Query, Secretary

Gentlemen:

In December of 1962, we filed against the job of J. N. Conley & C. D. Dennis and Sons, Incorporated on contract #6023, the Harper Junction-Burell Section of the Central Oregon Highway in Malheur County. Would you please advise us if this job has been completed and its acceptance date?

Very truly yours,

G-K MACHINERY COMPANY

R. L. Pratt
Manager

RLP:tl

Lt. Compl about 6-1-63

RECEIVED
APR 22 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 22 1963
FOR FILING

[illegible]
6023

April 19, 1963

Mr. D. W. Applegate
Project Superintendent
Central Snake Projects Office
Bureau of Reclamation
Post Office Box 944
Boise, Idaho

Dear Mr. Applegate:

Reference is made to your April 15 letter concerning right of way on the Harper Junction-Burrell Ranch Section of the Central Oregon Highway in Malheur County. We are unable to find your December 29, 1961, communication and if we received it, it has been either misplaced or misfiled.

On May 9, 1961, right of way was granted by the Bureau of Land Management under its file number Oregon 011361. This includes, in addition to the area in question, other portions of federal lands. A copy of this decision and a copy of the map, Exhibit "A", are enclosed for your information.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

RLP:ms
enclosures
cc Mr. Forrest Cooper
Mr. W. T. Wright

(This is on our R/W file No. 32810)

4-11-63

Crossing Agreement (C & A 2480) was executed Feb. 2, 1962. Our General Files has no copy of the Dec. 29, 1961 letter referred to, nor the right-of-way easements of that date. However, Mr. Holt says easement for the described land was included in a decision from the BLM under r/W File 32810.

ma

Oregon 011361
(27.0) m

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Land Office
809 N. E. 6th Avenue
Portland 12, Oregon

MAY 9 1961

DECISION

RIGHT OF WAY GRANTED

Details of Grant

Serial number of grant - - - - - - - - - - Oregon 011361

Name of grantee - - - - - - - - - - - - - Oregon State Highway Department

Map showing the location and dimensions of grant:
Map designations - - - - - - - - Cent Eng. No. 100-37-13, February, 1961. Exhibit "A"
Date filed - - - - - - - - - - - February 21, 1961

Permitted use by grantee - - - - - - - - Highway (Relocation)

Authority for grant - - - - - - - - - - - Act of August 27, 1958 (72 Stat. 916; 23 U.S.C. 317)

Regulations applicable to grant:
Code reference - - - - - - - - 43 CFR 244, Subparts A and C

Circular numbers - - - - - - - - 1915

Date of grant - - - - - - - - - - - - - - MAY 9 1961

Expiration date of grant - - - - - - - - - None

Rental:

Amount - - - - - - - - - - - - - None

When payable by grantee - - - ____

Terms and Conditions of Grant

Pursuant to the authority vested in the undersigned by Order No. 541 of the Director, Bureau of Land Management, dated April 21, 1954 (19 F.R. 2473), as amended, a right-of-way, the details of which are shown above, is hereby granted, subject to the following terms and conditions:

1. All valid rights existing on the date of the grant.
2. All regulations in the circulars specified above (except 43 CFR 244.9m). (except 43 CFR 244.9m).
3. Filing of proof of construction within 5 years of date of the grant
4. Further terms and conditions as follows:

a. Grantee shall fence the entire right-of-way.

b. Access shall be provided to existing dirt roads and trails in the following locations:

South side of highway - approximately 2,000 feet east of section line common to Secs. 25 and 26.

North side of highway - approximately 500 feet east of section line common to Secs. 27 and 28. (This is necessary to provide access to high fire hazard area

809 N. E. 6th Avenue
Portland 12, Oregon

File [illegible]

May 9 1961

DECISION

RIGHT OF WAY GRANTED

Details of Grant

Serial number of grant - - - - - - - - - - Oregon 011971

Name of grantee - - - - - - - - - - - - - Oregon State Highway Department

Map showing the location and dimensions of grant:

Map designations - - - - - - - - OSHD Drg. No. 100-37-13, February, 1961. Exhibit "A"

Date filed - - - - - - - - - - - February 21, 1961

Permitted use by grantee - - - - - - - - Highway (Relocation)

Authority for grant - - - - - - - - - - Act of August 27, 1958 (72 Stat. 916; 23 U.S.C. 317)

Regulations applicable to grant:

Code reference - - - - - - - - - 43 CFR 244, Subparts A and C

Circular numbers - - - - - - - - 1915

Date of grant - - - - - - - - - - - - - May 9 1961

Expiration date of grant - - - - - - - - None

Rental:

Amount - - - - - - - - - - - - - None

When payable by grantee - - - ——

Terms and Conditions of Grant

Pursuant to the authority vested in the undersigned by Order No. 541 of the Director, Bureau of Land Management, dated April 21, 1954 (19 F.R. 2473), as amended, a right-of-way, the details of which are shown above, is hereby granted, subject to the following terms and conditions:

1. All valid rights existing on the date of the grant.
2. All regulations in the circulars specified above (except 43 CFR 244.9m). (except 43 CFR 244.9m).
3. Filing of proof of construction within 5 years of date of the grant
4. Further terms and conditions as follows:

a. Grantee shall fence the entire right-of-way.

b. Access shall be provided to existing dirt roads and trails in the following locations:

South side of highway - approximately 2,600 feet east of section line common to Secs. 2a and 27.

North side of highway - approximately 900 feet east of section line common to Secs. 27 and 26. (This is necessary to provide access to high fire hazard area as well as normal administrative use. Cattle guards are required in both locations.)

E. H. Carroll /s/
Chief, Lands Adjudication Unit

cc: [illegible]

bcc: Grantee

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

IN REPLY
REFER TO:

Central Snake Projects Office
Box 944 - Boise, Idaho

April 15, 1963

Oregon State Highway Commission
Salem, Oregon

Ref: Harper-Burrell Section
Central Oregon Highway, Malheur County

Dear Sirs:

By our letter of December 29, 1961, we transmitted for execution three crossing agreements designated contract No. 14-06-100-2333, and three right-of-way easements designated contract No. 14-06-100-2341. The crossing agreements have been executed by your commission and by the United States and distribution made.

The easement, which would have granted right-of-way to the State of Oregon across Reclamation withdrawn land described as the S½N½NE¼SW¼, N½NE¼NE¼SW¼ and N½SE¼ of section 29, T. 19 S., R. 43 E., W.M., Oregon, apparently has not been completed. It may be that the right-of-way was included in an easement granted by the Bureau of Land Management to the State covering other Federal lands crossed by the reconstructed Central Oregon Highway. If this was done we have not been so advised.

Enclosed are three copies of the above mentioned easement No. 14-06-100-2341. If the right-of-way has not been granted by the B.L.M., please execute all three copies as appropriate and return them to this office for execution on behalf of the United States. Thereafter you will be furnished one duplicate original and as many conformed copies as you indicate you desire.

Your assistance in clearing up this matter as soon as possible will be greatly appreciated.

NOTED
R.L. PORTER

Very truly yours,

D. W. Applegate

Project Superintendent

Enclosure (in triplicate)

RECEIVED
APR 17 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 17 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 7 - 1963
FOR FILING

February 7, 1963

Dooly & Company
Board of Trade Building
Portland 4, Oregon

Attention: Mr. E. Stewart

Gentlemen:

In reply to your letter of February 6, we are attaching a photocopy of a form submitted by J. N. Conley and G. D. Dennis & Sons, Inc., requesting an increase in the number of workdays on Contract No. 6023.

The Consent of the Surety is indicated by your signature as Attorney-in-fact.

The photocopy is for your records as it appears you do not have another copy. If there is some point that we have missed, please let us know and we will be glad to check further.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fkn

Att.

Dooly & Co.
INSURANCE

R. M. DOOLY
FERRY SMITH
E. S. THOMAS
H. S. GRANNATT
R. W. RIMBACH
F. WARREN MUNRO
J. W. BAYLESS
WILLIAM H. LILLY
J. R. THOMAS
T. F. FREWEN
H. C. HOEVET
R. W. SKALLERUD
P. H. MacCASKILL
J. H. HEFTY
W. E. BOWES
BRUCE B. KEGG
J. D. McINROE
J. A. BENNISON
J. C. BURNETT
PAUL C. ASHER
BRUCE CUDD
D. G. RIMBACH
A. V. MILLER, JR.

Board of Trade Building / Portland 4, Oregon / CApitol 6-2392 / Cable Address: Dooly

February 6th, 1963

Mr. Floyd Query, Secy.,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Re: Bond #469287/B.8264, J.N. Conley, et al
Contract #6023, Malheur County, Oregon.

This office has received copy of your letter dated January 31st, 1963, addressed to the above contractor, granting an extension of time on the above contract.

This is to advise that we shall be glad to execute the Consent of Surety agreeing to the extension of time if you will have the proper forms sent to us for execution. As soon as they are received, they will be promptly executed and returned.

Thanking you for your assistance, we remain

Yours very truly,

DOOLY & CO.

By E. Stewart

S.

RECEIVED
FEB - 7 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 18 1963
FOR FILING

F-321 (T)
6023

January 31, 1963

Mr. J. N. Conley, &
C. P. Dennis & Sons, Inc.,
4342 NE Royal Court
Portland 13, Oregon

Gentlemen:

The State Highway Commission, at its meeting on January 31, 1963, discussed with the Engineer your request for an extension of time on contract 06023, Yes request ted 42 additional workdays within which to complete grading-paving-structures on the Harper Jct.-Burrell Section of the Central Oregon Highway in Malheur County, without assessment of liquidated damages.

After considering the report, recommendation of the Engineer, and other available information, the Commission granted 25 additional workdays without assessment of liquidated damages.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ks

cc: A. F. Parsons
E. S. Thompson
F. D. Morgan
Bureau of Public Roads
L. H. Young
C. H. Maison

RECEIVED
JAN 25 1963
FOR FILING

F 326(8)
6023

January 24, 1963

Oregon State Highway Commission

Request for Extension of Time
No. 3
January 31, 1963 Meeting

Gentlemen:

We have received from J. N. Conley and G. D. Dennis & Sons, contractors on the Harper-Burrell grading, paving and structure project on the Central Oregon Highway in Malheur County, Contract No. 6023, a request for an extension of time in which to complete the project. The contractors requested an additional 42 days because of increases in the amount of binder course material and crushed rock needed on the project.

Since the binder course is placed almost simultaneously with the base materials, an overrun in quantity on this item does not require additional time. We, therefore, recommend no increase for this reason.

When the contract was let, it was expected that the base course A.C. could be "feathered in" on the existing surfacing; however, it was soon determined that, due to surface irregularities, this would require excessive A.C., and would be excessively expensive. The decision was made to cover the old surface with a variable thickness of crushed rock as a leveler, and this has caused an increase in the amount of crushed rock needed.

By computing the necessary rate of production for the originally bid amount of rock, we have determined that an additional 25 workdays would be required to produce the added material. We, therefore, recommend an extension of 25 workdays without the assessment of liquidated damages.

At the present time, the contractor has been charged 172 workdays, and it is estimated that it will require about 40 to 45 workdays to complete the project. The contract allowed 170 workdays. This extension has been approved by the Bureau of Public Roads. This matter will be on the agenda for the January 31, 1963 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Weirs
L. H. Young
F. D. Morgan
C. H. Maison

CHB:bih bbc

FORM CD-121 (8-22-58)
(PRES. BV A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street N.E.
Salem, Oregon

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

SHAW

DATE: January 21, 1963

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Extension of Time, Harper Junction-Burrell Section
Central Oregon Highway Project No. F-326(8)

Your letter dated January 7, 1963 has been reviewed. We concur in your recommendation to grant twenty-five additional work days for subject project.

NOTED
LLOYD P. SHAW

RECEIVED
JAN 22 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 0 1963
FOR FILING
F-326(8)
6023

January 7, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Re: Extension of Time
Harper Junction-Burrell Section
Central Oregon Highway
Project No. F-326(8)

Dear Sir:

We have received a request from Conley & Dennis, contractors on this project, for an extension of time in which to complete the project. The contractors request 42 additional days due to overrun of contract quantities of crushed material and binder course.

The binder course normally is constructed simultaneously with the base, so an overrun of quantities on the oil or cover aggregate will not require additional construction time. We recommend that no extension be granted for this reason.

Plans on which the project was bid were based on feathering new asphaltic concrete to meet the old road surface. This proved to be impractical due to the number and magnitude of irregularities encountered. As being constructed, the major depressions are leveled out with base rock. This will result in an approximate overrun of 44,000 tons of combined coarse base and 3/4"-0" material.

Production at an average of 1887.5 tons of crushed material per day was necessary to provide the contract bid quantities on schedule. Of this crushed material, 63 per cent would have been coarse base, 37 per cent would have been 3/4"-0" base and AC aggregate.

At the above rate, 23 days additional crushing time would be required to manufacture the anticipated overrun. This applies only if the material so produced is 63 per cent coarse

base material. Actually, the 44,000 tons overrun is in the proportion of 33 per cent coarse base and 67 per cent 3/4"-0" material. We, therefore, recommend that 25 additional workdays be allowed for this overrun.

As of December 20, 1962, the contractor has been charged a total of 172 days. Originally, 170 days were allowed. The contractor still has some 25,000 tons of AC to place and 16,000 linear feet of guardrail to build. It is expected that he will overrun some 15 or 20 days, even with the grant of the 25 days as recommended.

Your concurrence in this recommendation is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd F. Shaw
Assistant State Highway Engineer

cc Forrest Cooper
F. D. Morgan
L. H. Young
C. H. Maison

CHB:bjh: ajw

FORM E-30 50M 5-62 43506

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 20, 1962

SUBJECT: Extension of Time
Harper Jct.-Burrell Section
Central Oregon Highway
Contract No. 6023

To: Mr. Lloyd P. Shaw
Assistant State Highway Engineer

OFFICE

Attached is a request from Conley & Dennis, contractor on this project, for an extension of time in which to complete the project. The contractors request 42 additional days due to overrun of contract quantities of crushed material and binder course.

The binder course normally is constructed simultaneously with the base, so an overrun of quantities on the oil or cover aggregate will not require additional construction time. We recommend that no extension be granted for this reason.

The coarse base and 3/4-0 in base are expected to overrun the bid amounts by some 44,100 tons due to a design change. At the time the job was bid, it was expected that the new pavement could be feathered in to the existing surface, but the existing surface had too many rolls and irregularities to do this. We are feathering with 3/4-0 to provide a suitable roadway.

An analysis of the crushing time required shows that, as originally proposed, the contractor would have had to crush 1887-1/2 tons per day to complete the project on time. At this rate, it would require 23.3 days to crush the 44,100 tons overrun. Due to the fact that some 66% of the additional material is 3/4-0, compared to only 37% 3/4-0 and A.C. aggregate of the original bid amount, and because the 3/4-0 requires more crushing effort and time, it is recommended that 25 additional workdays be allowed for this overrun.

At the present time, the contractor has been chargdd a total of 172-days. Originally, 170-days were allowed. The contractor still has some 25,000 tons of A.C. to place, and 16,000 lin. ft. of guardrail to build. At the present time, it is

expected that he will overrun some 15 or 20-days, even with the grant of the 25-days as recommended.

This matter was discussed with Mr. Jensen, Area Engineer for the Bureau of Public Roads, who agrees that the contractor has some time coming, but was non-committal as to how much he would recommend. Rough drafts to the Bureau of Public Roads and the Commission are attached.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

CHB:bjh
Attachments
cc: L. H. Young

RECEIVED
DEC 21 1962
OFFICE OF
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

#3

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6023 Contractor J. N. Conley & G. D. Dennis & Sons, Inc.

Highway Central Oregon

Section Harper Jct.-Burrell

Kind of Work Grading, Paving & Structures

It is recommended that the request for increase in the number of workdays within which to complete said contract be **DENIED** or **GRANTED**. The reasons for such recommendation are as follows:

[redacted]

Recommend grant of 25-days due to overrun of amount of crushed material, principally 3/4"-0 leveling course, on the project.

APPROVED BY HIGHWAY COMMISSION
DATE 11/30/63 for 25 workdays
Floyd E. Lungren
Secretary

Recommended for Approval:

H. S. Coulter
Division Engineer

Asst
Construction Engineer or Bridge Engineer

Floyd P. Stahl
ASSISTANT State Highway Engineer

Contract No.	6023
Project designation	F-326(8) State-Federal
Date awarded	Jan. 19, 1962
Work started	Feb. 21, 1962
Per cent completed	73.5 (11-2-62) Date
No. of Workdays Allowed	170
No. of Workdays Used	164
No. of Added Workdays Requested	42

E—320 (Rev.)—8M—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date October 8, 1962

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 170 days to 212 days, within which to complete our Contract No. 6023, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

Change in design of Typical Section causing overrun of quantities.

Respectfully submitted,

J.H. DOOLEY & C.F. DENNIS & SONS, INC.
Contractor

By J.H. Dooley

CONSENT OF SURETY

Date October 8th, 1962

We, GENERAL INSURANCE COMPANY OF AMERICA,

....., as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

E.E. Stewart
E.E.Stewart
Attorney-in-fact

DOOLEY & CO
By R.H. Dooley-Partner
Resident Agent

(SEAL)

RECEIVED
DEC 28 1962
FOR FILING

December 27, 1962

G-K Machinery Company
P. O. Box 2604
Boise, Idaho

Gentlemen:

This is to acknowledge receipt of your claim letter dated December 21 stating that J. N. Conley and G. D. Dennis & Sons, Inc., owes you $4,724.01 for rentals, supplies, parts and services.

You state this is in reference to the J. N. Conley and G. D. Dennis & Sons, Inc., Contract No. 6023, for grading, paving and structures on the Harper Junction-Burrell Section of the Central Oregon Highway in Malheur County.

So that there will be no misinterpretation of the law, we are forwarding your claim letter to the Secretary of State for filing.

In the interim, this information will be noted in our records and we will advise the surety and the contractor of the receipt of your claim.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fkn

NOTED ON CARD

December 27, 1962

General Insurance Company of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

A claim letter dated December 21 has been received from G-K Machinery Company, Boise, Idaho, advising that J. H. Conley and G. D. Dennis & Sons, Inc., owes them for rentals, supplies, parts and services in the amount of $4,724.01.

This appears to be in connection with the J. H. Conley and G. D. Dennis & Sons, Inc., Contract No. 6023, for grading, paving, and structures on the Harper Junction-Burrell Section of the Central Oregon Highway in Malheur County.

This claim letter has been forwarded to the Secretary of State for filing. Attached is a copy of the letter.

This information is provided as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att.

CWH:fkn

cc Dooly & Company
Board of Trade Building
Portland 4, Oregon

J. H. Conley & G. D. Dennis & Sons, Inc.
4332 NE Royal Court
Portland 13, Oregon

Commissioners

NOTED ON CARD

AFFILIATED WITH Rocky Mountain MACHINERY CO.

G-K Machinery Company

5200 FEDERAL WAY • P. O. Box 2604 • BOISE, IDAHO

Phone 4-5593

December 21, 1962

State Highway Department
State of Oregon
Salem 10, Oregon

Attention: Mr. Floyd Query, Secretary

Gentlemen:

This is to inform you that we have charges in the amount of $4724.01 which remain unpaid on the account of J. N. Conley & C. D. Dennis & Sons, Incorporated. These charges were incurred on contract #6023 on the Harper Junction-Burrell Section of the Central Oregon Highway of which the above mentioned was the prime contractor. These charges cover rentals, supplies, parts and services supplied to this job by us.

Due to the delinquency of this account, we are hereby giving notice that we are filing on the bond.

Yours very truly,

G-K MACHINERY COMPANY

R. L. Pratt

R. L. Pratt
Manager

RLP:tl

cc: General Insurance Company of America, c/o Dooley and Company
J. N. Conley & C. D. Dennis & Sons, Incorporated

NOTED
FLOYD QUERY

Certified Mail - Return Receipt Requested

RECEIVED
DEC 26 1962
OREGON
STATE HIGHWAY COMMISSION

December 21, 1962

General Insurance Company of America
c/o Dooley and Company
Board of Trade Building
Portland 4, Oregon

Gentlemen:

This is to inform you that we have an unpaid balance on the account of J. N. Conley & C. D. Dennis & Sons, Incorporated in the amount of $4724.01. This covers rentals, supplies, parts and services supplied on contract #6023, Harper Junction-Burrell Section of the Central Oregon Highway

J. N. Conley & C. D. Dennis & Sons, Incorporated are the prime contractors on this job and as you are furnishing the bond, we hereby give notice that we are filing against this bond in the amount of $4724.01 as per the attached invoices.

Yours very truly,

G-K MACHINERY COMPANY

R. L. Pratt

R. L. Pratt
Manager

RLP:tl

cc: J. N. Conley & C. D. Dennis & Sons, Incorporated
Mr. Floyd Avery, Secretary - Oregon State Highway Commission

Certified Mail - Return Receipt Requested

December 21, 1962

J. N. Conley & C. D. Dennis & Sons, Incorporated
7355 Southeast Johnson Creek Boulevard
Portland, Oregon

Gentlemen:

In reference to contract #6023 on the Harper Junction-Burrell Section of the Central Oregon Highway on which you are the prime contractor.

This is to inform you that we have unpaid bills for the attached invoices in the amount of $4724.01, which remain unpaid. These charges cover rentals, supplies, parts and services furnished on the above job.

This is to inform you that due to the delinquent status of these charges, we are filing on the bond on the above job.

Very truly yours,

G-K MACHINERY COMPANY

R. L. Pratt
Manager

RLP:tl

cc: General Insurance Company of America, c/o Dooley and Company
Mr. Floyd Query, Secretary - Oregon State Highway Commission

Certified Mail - Return Receipt Requested

RECEIVED
JAN 2 1963
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

December 27, 1962

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol Building
Salem 10, Oregon

Attention: Mr. George C. Stephens

Dear Sir:

Attached is a claim letter for filing in the amount of $4,724.01 received from G-K Machinery Company, Boise, Idaho, for rentals, supplies, parts and services supplied to J. N. Conley and G. D. Dennis & Sons, Inc.

This appears to be in connection with our Contract No. 6023 with J. N. Conley and G. D. Dennis & Sons, Inc., for grading, paving and structures on the Harper Junction-Burrell Section of the Central Oregon Highway in Malheur County.

The General Insurance Company of America through Dooly and Company, Board of Trade Building, Portland 4, Oregon, furnished the performance bond on this contract.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD

Att.

File # 3990

FILED
DEC 28 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
DEC 31 1962
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

RECEIVED
DEC 18 1962
FOR FILING

F-3 B-(V)
12

December 18, 1962

G K Capitol Machinery
Post Office Box 2604
Boise, Idaho

Attention: Mr. R. L. Pratt

Gentlemen:

Contract no. 6023 for grading, paving and structures on the Harper Junction-Burrell Section of the Central Oregon Highway was awarded January 19, 1962 to J. N. Conley and G. D. Dennis & Sons, Inc.

General Insurance Company of America through Dooley and Company, Board of Trade Building, Portland 4 furnished the performance bond. The contract and bond is in the amount of $1,186,307.

This is to confirm our telephone conversation of a few minutes ago.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:jf

RECEIVED
NOV 21 1962
FOR FILING

November 21, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Price Agreement No. 10 covering substitution of RC-250 asphalt for MC-250 asphalt on the Harper Jct.-Burrell Section of the Central Oregon Highway in Malheur County, Contract No. 6023, in connection with Federal-Aid Project No. F-326(8).

Due to the lateness of the season MC-250 is to be used on this construction as the MC-250 would not properly cure. MC-250 will cost the contractor 90¢ per ton more than MC-250 and will result in an adjustment of 90¢ per ton for quantity used. Letters of justification from our Chief Cost Analyst and from Blacklidge Asphalt Sales of Idaho, Inc., are attached.

This change in asphalt was verbally recommended for approval by the BPR Area Engineer October 16, 1962. Your approval of the order as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DHP:mmb
Enc.

RECEIVED
NOV 19 1962
FOR FILING

Salem, Oregon
November 16, 1962

Mr. E. S. Thompson
Resident Engineer

Increase in Project
Authorization
Harper Jct.-Burrell Section
Central Oregon Highway
Malheur County
Contract No. 6033

This is to advise you that at its meeting on November 1, 1962, the State Highway Commission approved an increase of $119,985.00 in the project authorization for the subject project.

The new authorization for construction is $1,477,851.63. This amount should be used in all future reports on this project.

L. H. Young
Office Engineer

DBP:mmb
cc: A. F. Parson

RECEIVED
OCT 22 1962
FOR FILING
6623

October 19, 1962

164

Mr. Glenn O. Smith

Harper, Oregon

Dear Mr. Smith:

This is to confirm contact made with you by Mr. Thompson, Resident Engineer on the Harper-Burrell Section of the Central Oregon Highway, regarding your complaint of an unsatisfactory road approach to your property. I believe that Mr. Thompson contacted you and indicated that steps would be taken to rebuild this approach. It is anticipated that this repair work will be done in the near future.

Thank you for calling this matter to our attention.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Assistant State Highway Engineer

cc Forrest Cooper
F. D. Morgan
A. F. Parson

FDM:fp:ajw

FORM E-20 80M 5-62 43906

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 16, 1962

SUBJECT: Bad Road Approach
Glenn O. Smith
Harper-Burrell Section

To:
Mr. R. L. Porter
Assistant State Highway Engineer
BUILDING

A complaint received from Mr. Glenn O. Smith living adjacent to the Harper-Burrell Section of the Central Oregon Highway, concerning a road approach which has been made impassable to long trailers by the improvement of the highway past his property, was referred to the field for a report.

Mr. Smith was contacted by the Resident Engineer on this project and the complaint discussed at that time. This is an old approach that was overlooked in the project planning. The rebuilding of this approach can be easily done. As soon as the weather improves and our contractor resumes hauling base surfacing materials, this approach will be fixed to the satisfaction of Mr. Smith.

Attached hereto is a rough draft of a reply to Mr. Smith's letter of October 1.

F. D. Morgan
Construction Engineer

FDM:fp

Enc.

RECEIVED
OCT 17 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L PORTER

REFERRED TO
Forest Cooper

PLEASE RETURN TO
R. L. PORTER

Oct 1, 22
Harper Oregon

Oregon State Dept of Highways
Dear Sirs.

I) Live here on US 20 East of Harper at Little Valley Store. In back of the Store I have 2½ acres which I have to go in in and out of and as this new construction has widened the original Highway. I cannot get some things in or out

2) Is the only access I have to this property. There is a long trailer in there and the man says he can't get it out since the new widening of the Highway. Was he flooded in? Could you see that I have an access as this

Porter

Trailer has to come out soon
After this Road will always be
used as soon as open season
Thanks, very much.

Glenn O. Smith
Ranger for Oregon

RECEIVED
OCT 3 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 8 1962
FOR FILING

6023

October 5, 1962

Oregon State Highway Commission

Gentlemen:

An overrun of the original project authorization on Contract No. 6023, the Harper Junction-Burrell Section grading, paving, and structures project on the Central Oregon Highway in Malheur County, is anticipated. This project is under contract to J. H. Conley and C. D. Dennis & Sons, Inc. as a joint venture.

The original project authorization was $1,357,826.63. The present estimate of cost is $1,477,800 indicating an overrun of approximately $119,985, or 8.84 per cent.

The reasons for the overrun are:

1. Additional crushed rock is needed as a leveling course over the old pavement, where the new highway is to be built on the same general alignment as the old highway, and

2. Additional water is needed for compaction and dust control in this extremely dry and dusty area.

This matter will be on the agenda for the November 1 Highway Commission meeting and I request your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Mr. Floyd Query
Mr. G. S. Paxson
Mr. R. L. Porter
Mr. V. D. Wolfe
Mr. F. D. Morgan
Mr. C. H. Maison

CHB:bjh:er

FORM E-20 50M 5-62 43908

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 2, 1962

To: Mr. R. L. Porter
Assistant State Highway Engineer

OFFICE

SUBJECT: Overrun of Project Authorization
Harper Jct.-Burrell Section
Central Oregon Highway
Contract No. 6023

Attached is a Report on Expected Overrun of Project Authorization on the abovenamed project. The original project authorization was $1,357,826.63. The present estimated cost is $1,477,811.15, indicating an overrun of $119,984.52, or 8.84%. The project is under contract to the joint venture of J. N. Conley and G. D. Dennis & Sons, Inc.

The major reason for the overrun is that additional base rock is needed to match grades with the old pavement. The job was designed under the assumption that the old pavement was more or less uniform, and could be matched with AC pavement. As it now exists, there is need for a rock leveling course of both coarse and 3/4-0 base to match grades. The need for this additional rock is recognized and approved by the Bureau of Public Road's Area Engineer.

Another reason for the overrun is that the material is extremely dry and requires a large amount of water for compaction and dust control. The bid quantity on water is expected to be overrun some 300%. A large portion of the general excavation on the project is diatomaceous earth.

It is recommended that the project authorization be increased as noted above. A rough draft to the Commission is attached.

F. D. Morgan
Construction Engineer

By
F. B. Klaboe
Assistant Construction Engineer

CHB:bjh

RECEIVED
OCT 3 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 14 1962
FOR FILING
6023

September 13, 1962

Mr. A. M. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Price Agreement No. 8 covering the construction of asphaltic concrete curbs and metal slope drains on the Harper Junction-Burrell Section of the Central Oregon Highway in Baldwin County, Contract No. 6023, in connection with Federal-aid Project No. F-326(2).

This work is necessary to control serious erosion on fill slopes, due to the character of the fill material. The design is in use and working successfully on the Interstate Highway east of Ontario, in Idaho.

Two copies of the justification for unit prices prepared by our Chief Cost Analyst are attached. The work has been verbally recommended for approval by the BPR Area Engineer.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mmb
Enc.

RECEIVED
AUG 27 1962
FOR FILING

F
6023

August 27, 1962

Mr. A. M. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Price Agreement No. 7 covering the substitution of "p" type guide posts for W-2 posts on the Harper Junction-Burrell Section of the Central Oregon Highway in Malheur County, Contract No. 6023, in connection with Federal-Aid Project No. F-326(8).

Substitution of "p" type guide posts in lieu of the W-2 guide posts specified is necessary to conform to the revised standards. The substitution will be made at contract unit prices with no change in project cost.

This has been verbally approved by the BPR District Engineer.

Very truly yours,

Percent Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mmb
Enc.

RECEIVED
AUG 27 1962

FOR FILING

F-32

ON LAG 222 8-24-62 10:00 AM

6823

LABOE

AS DISCUSSED WITH YOU ON HARPER JCT-BURRELL, THOMPSON NOW ADVISES THAT CONTRACTOR PLANS TO CRUSH BASE MATERIAL OUT OF GRAVEL BAR FOR REMAINDER OF JOB.

AF PARSON
IF

Should eliminate much of our traffic problem.
JBB

S.

FORM E-30X—20M—5-62 43009

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 22, 1962

To: MEMO TO THE FILES

SUBJECT: Harper Jct.-Burrell Section
Contract No. 6023

Division Engineer Parson called this date and stated that the traffic situation on this project has materially improved. Contractor has covered most of the bare base rock with 3/4"- material and will start priming tomorrow morning. He will keep on priming continuously until he has approximately seven (7) miles tied up with oil. Contractor is also brooming the pavement continually in an attempt to keep the sharp rocks from causing difficulty to the motorists. During the past couple of days he has had no further complaints from the travelling public and has not observed anyone with flat tires parked alongside the road. A nearby gas station attendant has complained that the actions taken recently have cut down his tire repair business almost entirely.

Parson also informed me that it appears the contractor will crush the remaining portions of his base and key rock from a gravel bar which would, of course, go a long way towards eliminating the complaints we have had during the last several weeks.

F. B. Klaboe
Assistant Construction Engineer

FBK:bjh

cc: R. L. Porter
A. F. Parson

RECEIVED

FORM E-30X 50M 7-59 22128

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
August 17, 1962

SUBJECT:
Harper Jct.-Burrell Section
Inspection of traffic conditions
August 16

To:

Mr. F. D. Morgan
Construction Engineer
Salem

An inspection of traffic conditions on the subject section was made on August 10, in company with resident engineer Thompson.

It was found that maintenance has improved noticeably since our inspection on August 9. The old portions of the road had been swept clear of gravel and the contractor was making 3/4-0, placing it on the easterly portion of the project. He hopes to be ready to start priming Wednesday or Thursday the 19th or 20th on this seven mile portion.

I discussed further conditions with Mr. Thompson this morning and asked him to place some 3/4-0 material along the edges of the old pavement where the traffic was kicking the large rocks out onto the pavement; further to shoot some of these shoulders with an MC prime when they prime the other portions next week. This, of course, will be lost when the next lift of base material is placed, however this will possibly be two or three weeks hence and I believe the expenditure is worth while. This is brought to your attention because it may cause some pollution of the base material which may show up adversely when record tests are made. However, it will not be a detriment to the road itself.

The surface of the road was found to be in good condition and I believe the contractor is making an honest effort to minimize complaints. The new speed limit signs have been placed and traffic seems to be going considerably slower than it was a week ago. I saw only one car with a flat tire on my trip, whereas in the past there has been three to six, so the reduced speed is helping. I will keep you posted as to further developments.

A copy of a letter from Mr. Dennis to Mr. Thompson is enclosed.

NOTED
R. L. PORTER

A. F. Parson
Division Engineer

RECEIVED
AUG 20 1962
OFFICE OF
STATE HIGHWAY ENGINEER

AFP:dj
Encl.
cc: R. L. Porter
E. S. Thompson

August 13, 1962

Mr. K. S. Thompson, Resident Engineer
State of Oregon
State Highway Department
Ontario, Oregon

Ref.: Harper Jct. - Burrell Sec.
Contract No. 6023

Dear Mr. Thompson:

As per my conversation the other day with you, Mr. Parsons and Mr. Morgan and in response to your letter of August 6th, 1962 to J. N. Conley and C. D. Dennis & Sons; you can rest assured that all reasonable effort is being made to comply with your request. We feel that our sub-contractor, S. D. Spencer & Son will complete their work to your satisfaction as well as ours. More equipment is being located at the moment.

I feel that it is unfortunate that we had to change from 2"-0" to 3/4"-0" fine base when we are so close to being finished with the coarse base. However, we have complied with Mr. Thompson's instructions and started the change-over on Saturday, August 11th and will be in production on the fine base on Tuesday morning, August 14th. This change-over could very slightly due to the time needed to prepare the coarse base for fine base. With the short notice that we have, this delay is unavoidable.

Yours very truly,

C AND D RENTAL CORPORATION

DCD/s

Donald C. Dennis
Superintendent

CC: S. D. Spencer & Son
Mr. A. F. Parson ✓

RECEIVED
AUG 31 1962
FOR FILING

6023

August 21, 1962

Miss Dorothy Praisewater
1098 Merle Avenue
San Jose 25, California

Dear Miss Praisewater:

Reference is made to your recent letter concerning the condition of the highway through a construction job between Harper Junction and Burrell Ranch westerly of Vale.

The Highway Department, in modernizing this 14-mile stretch of highway, was faced with the problem of whether to reconstruct this section in small units and spread the work over two or three years, or to attempt to reconstruct the section in one unit and finish the work in one year. It was felt that the latter system would cause over-all less inconvenience to traffic. There has been a period of several weeks, during which base rock was being placed on the project and before a top course of fine crushed rock material could be added, that traffic has suffered substantial inconvenience. This was anticipated, to a certain extent, at the time the work was undertaken and the Department has done everything possible to keep the road as travelable as can be done. It was unfortunate that you happened to pass through the section at a time when the work was in this stage.

I have discussed this matter with the Highway Department's Legal Counsel, and he informs me that there is no way that the State of Oregon can compensate you for the damage to your tire.

We are indeed sorry that you suffered this annoyance but hope with this explanation that you understand the situation.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Assistant State Highway Engineer

RLP:ajw
cc Forrest Cooper

REFERRED TO
Forest Cooper

1098 Merle Ave.,
San Jose 25, California
August 13, 1962

Division Of Highways
Salem, Oregon

Dear Sirs:

I was on my way home from an extended trip and passed through the town of Vale, Oregon; just between Vale and Junctura, Oregon. Before I started my trip, I had purchased brand new tires, which I can verify through my dealer. One of these new tires was badly cut .

I did not get the name of the contractor, but the State of Oregon Division of Highways certainly has been negligent in hiring an incompetent contractor to do their roadwork.

There are huge pieces of rock along this highway and at least fifteen cars had tire trouble the day we were there. We were told that every day this is the same story.

My tire was absolutely damaged so that I had to purchase a new one. One other man on the road ruined three tires.

May I hear from you regarding this matter? Should I not hear, I am seeking the services of an attorney to recover the price of my new tire.

Cordially,

Dorothy Praisewater

DOROTHY FRAISEWATER
1098 Merle Avenue
San Jose 25, California

NOTED
R. L. KOSER

Porter Secy

RECEIVED
AUG 1 - 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 17 1962
FOR FILING
6013

August 16, 1962

Oregon State Highway Commission

Gentlemen:

Your approval is requested for the establishment of a 25-mile-per-hour construction speed zone on the Central Oregon Highway between M. P. 223.86 and M. P. 237.85 in Malheur County.

This restriction was placed in effect at 4:30 p.m., Friday, August 10 and is necessary because of highway construction on the Harper Junction-Burrell Section of the Central Oregon Highway.

This matter will be on the agenda for your consideration at the September 20 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
R. L. Porter
Tom Edwards
Victor D. Wolfe
F. B. Crandall

VPJ:pk hlb

RECEIVED
... 7 1962
FOR FILING

August 15, 1962

Mr. Wm. Niskanen
Pacific Trailways
1068 Bend Street
Bend, Oregon

Dear Mr. Niskanen:

Thank you for your recent letter concerning the condition of the highway between Harper Junction and Burrell Ranch just westerly of Vale. This project has been reviewed by both the Construction and Division Engineers, and construction has progressed to a point where it is possible to place a layer of fine rock and oil prime coat on the top of the roadbed in the near future. It is felt that this will accomplish a great deal in alleviating the condition you speak of.

The Highway Department was aware that some inconveniences to traffic would take place when this 14-mile section was contracted. It was felt, however, that less total inconveniences would result by this method than by splitting it up into smaller units and spreading the time over several years.

We appreciate the comments in your letter and hope that in a very short time you will find that this stretch of highway is in a much more travelable condition.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc G. S. Paxson
R. L. Porter
Victor D. Wolfe
F. D. Morgan

RLP:ajw hlb

FORM E-30X—50M—11-61—40231

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 13, 1962

NOTED
R. L. PORTER

SUBJECT: Harper Jct.-Burrell Section
Inspection of Traffic Conditions
August 9, 1962

To:

MEMO TO THE FILES

An inspection of traffic conditions on the Harper Junction-Burrell Section was made on August 9, 1962 in the company of Division Engineer A. F. Parson and Resident Engineer E. S. Thompson. This inspection was made as a result of numerous complaints from private individuals and the Trailway Bus Company that traffic conditions were very poor throughout this section.

The facts are these:

1. The section is about 14 miles long which is considered too long for handling traffic in one project.

2. The maintenance of this section was considered fair but could not be considered good.

3. The traffic proceeding through this section alternating on existing oil and sections with base rock was traveling too fast.

4. The quarry has developed arrow-head type rocks which causes numerous punctures.

Effective Friday afternoon, August 10, a 25 mile speed zone was placed throughout the limits of this project. A discussion was held with Mr. Dennis, one of the prime contractors on this project, and it was determined that his present plan was to continue with construction of the base rock. Approximately 75 per cent of the coarse base materials has been crushed. None of the 3/4 had been crushed or placed on existing base materials.

Construction at the time the inspection was made consisted of widening of existing oiled surfaces and alternate sections of completed base complete width of the highway. There remained approximately 40,000 tons of coarse base material to crush. It was the belief of the inspection group that most of the flat tires were occurring on traffic traveling the existing oil on which areas some of the base rock had been thrown by tire action. Traffic was also too fast.

As a corrective measure to help alleviate the damage to tires, the contractor agreed to change his crushing plant beginning August 11 so that he could crush 3/4 materials for the leveling course and binder materials. It was the intent to place the 3/4"-0 materials from Station 0+00 to Station 185 on the westerly end of the project and from Station 613+00 to Station 778+50 on the easterly end of the project. The contractor thought that with proper production some of the binder materials could probably be laid commencing August 21 or 22 with an anticipated binder construction of approximate 3/4 of a mile a day.

It was our belief that by laying a binder on roughly 7 miles of the total length of this project, the damage to tires could be greatly reduced, the delay to traffic would be greatly reduced, and that the complaints throughout the balance of the project would be minimized . It was also our intent to take additional maintenance steps to broom off the rock from the existing pavements and to get better maintenance coverage from the contractor throughout the balance of the project.

F. D. Morgan
Construction Engineer

FDM:fp

cc R. L. Porter ✓
A. F. Parson
E. S. Thompson

RECEIVED
AUG 14 1962
OFFICE OF
STATE ENGINEER

PACIFIC TRAILWAYS

"The Friendly Line"

1068 BOND STREET
BEND, OREGON

WM. NISKANEN
VICE-PRESIDENT AND
GENERAL MANAGER

NATIONAL TRAILWAYS BUS SYSTEM

August 7, 1962

10.12

Mr. Forrest Cooper, Highway Engineer
Highway Department
Salem, Oregon

Dear Forrest:

I hate to complain when new construction occurs on our routes, and in this instance possibly it is too late, but I still wish to complain about the construction methods used by the contractor between Harper Junction and Vale.

The project was started this spring, with the contractor working three shifts, twenty-four hours a day, and tore up the entire 14-mile stretch. Then nothing, or nearly nothing was done for a long period of time, and even yet there are only a handful of men working. In the meantime, they have crushed some very sharp rock and lightly spread it over the old pavement. My guess is that four out of ten cars have had flat tires crossing over this. Our most recent experience with the bus line has been that we had nine flat tires in ten trips over this section - many of these tires were brand new, and the drivers have been driving only ten to fifteen miles an hour. Very slow progress is being made, and it appears that we will continue to have flat tires, as will automobile drivers for the next six weeks.

I doubt if anything could be done at this late date to improve the situation. My suggestion, however, would be to have the Highway Commission send a man over there to make a study of that project. This study would probably prove without question that if there is a wrong way, or ways to construct a highway project, that wrong way, and all wrong ways are being utilized on this project. Maybe the study would give information to avoid similar occurrences in the future.

It appears that more consideration should be given to highway traffic than has been shown on this project.

Now, Forrest, this letter is not being written in a critical manner, but rather to help the Highway Department. One thing I may assure you of - that is, I am very happy that this stretch of highway is being improved, and for this I wish to thank you.

Yours very truly,

Wm. Niskanen

Poafer

NOTED
R. L PORTER

WN:GK

Copy To Morgan 8-8-62

RECEIVED
AUG 14 1962
FOR FILING
F 334 (1)
6033

August 14, 1962

Mr. Walter Burdette
Route 2
Nyssa, Oregon

Dear Mr. Burdette:

Thank you for your recent letter concerning the condition of the Central Oregon Highway westerly of Vale. This problem was recently reviewed by the Highway Department's Construction Engineer, and steps are being taken to the extent possible to make the road more travelable. We anticipate that within a short time fine rock will be placed on the roadbed, and we think that this will largely correct the tire problem.

It was anticipated, when this 1/4-mile improvement project was contracted, that some inconvenience to traffic would result. The Highway Department felt that it was better to contract the whole section and accomplish the improvement as rapidly as possible, rather than break the area into smaller units. It is realized that this causes considerable inconvenience on the part of many people, but it is hoped that this period can be shortened because of the system adopted.

We appreciate receiving your comments on the matter and assure you that everything will be done to bring the road to a finished condition just as rapidly as possible.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Assistant State Highway Engineer

RLPtajw

cc Forrest Cooper

REFERRED TO
Forest Supv.
BY SECRETARY

Route 2
Vida, Ore.
8-6-62

Gentlemen:

The condition of #20 highway, west of Vale, is a disgrace to the State. During a year of World's Fair, when there are many travelers and new to the State, Oregon is geting a black name, because of such a road. Hundreds have broken tires and springs on the terrible condition of the road, under construction.

Why isn't the old highway left for travel, while new one is being built?

Sincerely

Porter Walter Burdette

NOTED
R. L. PORTER

Copy To Morgan 8-8-62

RECEIVED
JUN 26 1962
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

June 22, 1962

F-326(8)

6023

A. W. Parsons, Division Engineer
08-33.4-DA Salem, Oregon

By:
T. Dac
Engineering Coordinator

Oregon Project F-326(8)
Harper-Burrell Section
Central Oregon Highway
State Force Order No. 2, Seeding and Mulching
Estimated Total Cost - $2,852.50
Federal Funds - $1,711.00

We are approving the use of State Force as being in the public interest under the provisions of PPM 21-6.3 for the following reasons:

1. The contractor on the subject project is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has specialized equipment and trained personnel to perform the work most economically.

3. The amount of work is too small to warrant a separate contract.

original To Young -with attachment
6-25-62

RECEIVED
JUN 21 1962
FOR FILING

June 21, 1962

Mr. A. W. Perrens
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 2, Account No. 22A-238, covering seeding and mulching on the Harper Junction-Burrell Section of the Central Oregon Highway in Malheur County, Contract No. 6023, in connection with Federal-Aid Project No. F-326(8).

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The State has the necessary special equipment to do the work more economically than by separate contract.

Your approval of this order on actual cost basis under the provisions of PRM 21-6.3 is requested.

The total estimated amount of the order is $2,852.50, with Federal participation of $1,711.00.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:jb
Enc.

RECEIVED
JUN 1962
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM
6023

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

June 12, 1962

Mr. C. G. Polk
Division Engineer
Bureau Of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Box Culvert Construction
Harper Jct.--Burrell Section
Central Oregon Highway
Project F-326(8)

Dear Mr. Polk:

In reply to your letter of May 15, 1962 concerning the construction of the box culverts on this project, we submit the attached report from our Division Engineer in La Grande. This report is quite complete in its explanation as to what happened, why, and what steps have been taken to prevent a recurrence of the poor workmanship which was experienced in this job.

Very truly yours,

F. D. Morgan
Construction Engineer

by

F. B. Klaboe
Ass't Construction Engineer

CHB:db

Attach.

cc: R. L. Porter

RECEIVED
JUN 13 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L PORTER

FORM S-302—OCH—11-61—60021

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 11, 1962

CONSTRUCTION DIVISION
JUN 11 1962

SUBJECT: Harper Jct.-Burrell Section
Central Oregon Highway

To: Ivan D. Marchant
Bridge Engineer

OFFICE

Reference is made to your conversation with the B.R. regarding the rock pockets in the walls of the 10 x 6 box culvert at Sta. 678+30 on the above project.

On May 11, 1962, Wayne Landers of the B.P.R. called me regarding this matter which had been reported by phone to the B.P.R. bridge office by Lowell Jensen, also of the B.P.R., who was in the process of making a periodic inspection. I believe it was Mr. Jensen's thought that all the concrete in the walls and top slab should be removed and replaced. In discussing this with Mr. Landers, it was our thought that the wall pour would have to be quite bad in order to require complete removal of the concrete as there are recognized remedial measures that would cover this situation. Assuming the concrete outside the rock pockets was sound and of adequate strength, then it was a case of chipping out the rock pockets to good sound concrete and patching by an approved method.

I told Mr. Landers it was the custom of the State to patch by dry packing except in cases of large holes which might warrant repouring and revibration. Also no patching is permitted until a thorough inspection has been made of the chipped out hole by our engineer.

Mr. Landers said it would be impossible for any one from their office to make an inspection in the near future. Since I had planned to visit the job the following week, I said I would make an investigation and report my findings to the Bureau.

As you know from your conversation with the B.P.R., there is a feeling that the State, knowing of the bad rock pocket condition, avoided mentioning it. This is in regard to your recent trip through Eastern Oregon with Mr. Roy Fokerud and Mr. Stevenson of the B.P.R. and Mr. F. M. Stephenson of the State.

This definitely was not the case. I find in checking with George Hopkins that the walls were poured April 24. On April 25, George's diary

shows that he and Don Pallett made an inspection of this box. At that time it had just been stripped and many of the forms were still laying against the walls. It was noted that there were some rock pockets that would need work, but it was not until several days later that the full extent of the rock pockets was determined. Actually, at that time (April 25) all wall pours on previously poured beams had turned out o.k. so that there was no reason to be suspicious of this pour and it was not known until some time after your party drove by this site that the rock pockets were many and in one case covered quite an area, some 7-4 square feet at the bottom of the wall.

On May 17, 1962, George Hopkins, Don Pallett and myself made a check of the 33 day wall strengths by use of a Soiltest rebound hammer. A portion of the testing was witnessed by Mr. Tommy Thompson, resident engineer, and Mr. Henry Stach, subcontractor. Tests were taken at approximately 2 feet grid inside and outside. An average of 64 tests on the inside of the east wall was 33.6 for 3600 psi approximate (lows: 1 @ 25, 2 @ 30, 6 @ 31). An average of 64 tests on the outside of the east wall was 33.7 for 3600 psi approximate (lows: 1 @ 28, 1 @ 27, 3 @ 30). An average of 95 tests on the inside of the west wall was 33.2 for 3550 psi approximate (lows: 1 @ 28, 4 @ 30). An average of 68 tests on the outside of the west wall was 35.2 for 4050 psi approximate (lows: 1 @ 30, 1 @ 31).

Generally, patches showed good to very good strengths considering the short time in place. However, two patches were found to be soft, evidently due to improper curing. These were to be cleaned out and repatched.

A good picture coverage showing the east wall just prior to patching and the west wall after patching is on file. These pictures show very pointedly that this job leaves much to be desired as far as pouring and vibration, particularly vibration.

However, after my inspection, I have no doubt as to the adequacy of this box culvert. Rock pockets were thoroughly chipped out and dry pack pebbling was good. Under the circumstances, I do not believe we would be justified to require complete replacement of the pour in question.

This pour was inspected by Gary Inloes, structural inspector for George Hopkins. I feel assured that much has been said by myself and many others to both he and George Hopkins regarding this regrettable occurence. Although it doesn't help this situation, I'm quite certain that a similar occurence will never show up on future work.

L. . Allen
Sr. Construction Engineer

LA:ul
cc: George Hopkins
F. D. Morgan
Bureau of Public Roads
A. F. Parson
Frank Burnett

RECEIVED
MAY 28 1962
FOR FILING

6023

May 25, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Price Agreement No. 6 covering the installation of 6" perforated metal drain pipe on the Harper Junction-Burrell Section of the Central Oregon Highway in Malheur County, Contract No. 6023, in connection with Federal-Aid Project No. F-326(8).

This work is necessary to drain underground water from the roadbed. It has been verbally recommended for approval by the BPR Area Engineer.

Copies of the Division Office letter with justification of the unit prices are attached.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:jb
Enc.

6123

.EPOLGM
ONT LAG CON 164 5-21-62 1:20

TOMMY THOMPSON

INFO COPIES TO A F PARSON -LAG
GEORGE HOPKINS - BAKER
F L MORGAN - SALEM
BPR

RE 10X6 CULVERT AT STATION 678+00 ON HARPER-BURRELL SECTION. BPR HS GIVEN APPRO VAL TO BACKFILL. HOWEVER, THIS SHOULD BE DONE ONLY AFTER A THRXX THOROUGH FINAL INSPECTION OF THE PATCHING BY BXXX GEORGE HOPKINS.

L R ALLEN Send copy to Lee
DB3094. Fox

RECEIVED
MAY 21 1962
FORM E-BOX—SOM—11-61—40231

FOR FILING
6023

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 17, 1962

SUBJECT: Harper Junction-Burrell Section
Central Oregon Highway

To: Mr. A. F. Parson
Division Engineer
State Highway Department
P. O. Box 908
LaGrande, Oregon

Please note the enclosed copy of the Memorandum from the Bureau of Public Roads' Division Engineer, C. G. Polk. Mr. Polk reports that his area engineer, Mr. Jensen, has reported that the workmanship performed on the box culverts on this project is below par. He further states that the condition is due to a lack of qualified inspectors being present during the pouring of the concrete.

Please make an immediate investigation of the particulars in this matter and take whatever steps are necessary to assure that deficiencies such as this do not re-occur, either on this project or on other projects in your Division.

After you have finished your investigation, submit a report to this office.

F. D. Morgan
Construction Engineer

By F. B. Klaboe
F. B. Klaboe
Assistant Construction Engineer

FBK:bjh
Attachment

cc: R. L. Porter
C. G. Polk
I. D. Merchant

RECEIVED
MAY 21 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 1962
FOR FILE
I 326(8)

FORM CO-121 (9-22-59) UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street N.E.
Salem, Oregon

6023

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

DATE: May 15, 1962

Copies To
J. Jensen
Morgan
5-16-62

FROM : C. G. Polk, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project F-326(8)
Harper Junction-Burrell Section
Central Oregon Highway

Our Area Engineer, Mr. Jensen, has reported very poor workmanship on some of the box culverts on this project. On an inspection trip made on May 10, 1962, he observed an excessive amount of honey-comb and voids in the walls of a box culvert. We understand that this condition is due in part to a lack of qualified inspectors to adequately inspect the work during the pouring of the concrete. Since repair work has already been started, we will accept the subject structures providing the repairs are made in a careful and satisfactory manner, and providing concrete strengths as indicated by a Swiss hammer are acceptable. All repair work should be made under the detailed supervision of a qualified inspector.

We are hopeful that action will be taken to prevent reoccurrence of such situations in the future. However, if major deficiencies in workmanship should arise, or for other reasons, the construction work does not substantially conform to the specified requirements, it would appear to be highly desirable to have your field personnel clear the problem through your headquarters office prior to initiating corrective measures. Such a procedure would tend to assure consistency among your field personnel in the determination for acceptance of nonconforming construction, as well as providing a means for obtaining our views on any corrective measures which you may propose.

RECEIVED
MAY 16 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 23 1962
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
SALEM
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

6023

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 20, 1962

U. S. Department of Interior
Bureau of Land Management
710 N. E. Holladay Street
Portland 12, Oregon

Attention: Mr. Stanley Lester

Utility Pole Conflict
Harper Jct.-Burrell Section
Central Oregon Highway
Malheur County
Project No. F-326(8)
Contract No. 6023

Gentlemen:

Attached you will find copies of letters from our resident engineer, division engineer and the contractor indicating the urgent necessity of moving the utility poles on the above-named project. You will also find sketch maps prepared by the Idaho Power Company which show the work which they propose to do.

In order to accomplish a major portion of this move, it is necessary for the power company to relocate across land controlled by your department. The Idaho Power Company has requested an emergency construction permit from your office, but they cannot proceed with the work until approval is received from your department.

Please understand that it is urgent that these poles be moved. Your earliest attention to this matter is requested.

Very truly yours,

F. D. Morgan
Construction Engineer

By T. W. Litchfield
T. W. Litchfield
Utilities Liaison Engineer

NOTED
G. S. PAXSON

TWL:fp

Enclosures

cc J.N. Conley-G.D. Dennis &Sons
Idaho Power Company
G. S. Paxson
R. L. Porter
A. F. Parson
P. F. Burnette

RECEIVED
MAR 21 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 16 1962

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 15, 1962

Idaho Power Company
P. O. Box 459
Payette, Idaho

Attention: Mr. J. W. McEwen

Power Line Adjustment
Harper Jct.-Burrell Section
Central Oregon Highway
Malheur County
Project F-326(8)

Gentlemen:

Your estimate and sketch map for the adjustment of your facilities on this section have been approved by the State and the Bureau of Public Roads. You are hereby authorized to proceed with the work as of March 5, 1962.

Reimbursement for work done subsequent to this date will be made under the terms of PPM 30-4.

Very truly yours,

F. D. Morgan
Construction Engineer

By C. H. Baker

C. H. Baker
Ass't. Field Construction Engineer

FWS:fp

cc G. S. Paxson
C. G. Polk
R. L. Porter
C. H. Maison
L. H. Young
A. F. Parson
P. F. Burnett

NOTED
G. S. PAXSON

RECEIVED
MAR 14 1962
FOR FILING

FORM CO-121
(6-22-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

File

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: March 12, 1962

60.3 Attention: Mr. L. H. Young

By: T. Dec T. Dec
District Engineer

FROM : C. G. Polk, Division Engineer
08-35.5 Salem, Oregon

SUBJECT: Utility Adjustment - Idaho Power Company
Oregon Project F-326(8)
Harper Junction-Burrell Section
Central Oregon Highway

We hereby approve the agreement evidenced by the exchange of letters dated January 9, 1962 and February 20, 1962, between the State and the utility company.

Authorization to proceed with the work is granted as of March 5, 1962, the date of receipt of the agreement in the Division office. Approval is subject to the provisions of PPM 30-4.

Copy To
Young
3-13-62

RECEIVED
MAR 9 1962
FOR

F-6023

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 8, 1962

To: Mr. A. F. Parson
Division Engineer
State Highway Department
P. O. Box 908
La Grande, Oregon

SUBJECT: Agreement
Harper-Burrell Ranch Unit
Juntura-Vale Section
Old Oregon Trail Highway
Project No. F-326(8)

Enclosed are three (3) conformed copies for your records of the Crossing Agreement with the Bureau of Land Management in connection with the Vale Irrigation District.

F. D. Morgan
Construction Engineer

By
G. L. Decker
Field Construction Engineer

FWS:bjh
encs.

cc: G. S. Paxson
R. L. Porter

RECEIVED
FEB 28 1962

FORM E-133
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

F

6023

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER

O. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

February 28, 1962

Mr. J. N. Conley, &
G. D. Dennis & Sons, Inc.,
4332 NE Royal Court
Portland 13, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #6023, awarded January 19, 1962, for grading-paving-structures on the Harper Jct.-Burrell Section of the Central Oregon Highway in Malheur County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

RECEIVED
FEB 28 1962
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER

G. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

February 28, 1962

6023 —

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

Enclosed is a copy of a contract awarded by the State Highway Commission, the details of which are given below.

We are sending you this copy for your files as you appear as surety on the performance bond furnished by the contractor.

Contract #6023, awarded January 19, 1962, to J. N. Conley & G. D. Dennis & Sons, Inc., for grading-paving-structures on the Harper Jct.-Burrell Section of the Central Oregon Highway in Malheur County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
FEB 27 1962
FOR FILE

February 27, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Harper Junction--Burrell Section
Central Oregon Highway
Malheur County
Project No. F-326(8)

Herewith are the following data covering adjustment of the facilities of the Idaho Power Company in connection with construction on the subject project:

1. Two copies of our Staff Attorney's letter which establishes the obligation of the State to reimburse the Company for adjusting certain of its facilities.

2. Two copies of the Company's estimate for making the adjustments.

3. Two copies of the sketches prepared by the Company showing adjustments to be made.

Your approval of the agreement between the State and Company as evidenced above and authorization to proceed with the work as of this date under the provisions of PPM 30-3 are requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RECEIVED
FEB 26 1962
FOR FILING

February 26, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was started on February 21, 1962, on Contract No. 6023, Harper Junction-Burrell Section, in Malheur County, in connection with Federal Aid Project No. F-326(8).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:jb

RECEIVED
FEB 27 1962
FOR FILES

6023

b file
MISC. CONTRACTS and AGREEMENTS No.

AGENDA
MAR 2 1962

4g

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 26, 1962

SUBJECT: Crossing Agreement
Vale Irrigation District

To: Floyd Query
Secretary

OFFICE

Attached is our signed copy of the above agreement.

Jack L. Sollis
JACK L. SOLLIS
Staff Attorney

JLS:ct

RECEIVED
FEB 7 1962
FOR FILING

6023

February 6, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering directional signing on the Harper Junction-Burrell Section of the Central Oregon Highway in Malheur County, Contract No. 6023, in connection with Federal Aid Project No. F-326(8).

This work is necessary for the direction and guidance of traffic during construction. It does not include lights, barricades and warning signs required of the contractor for the safety of traffic and workmen. It has been verbally recommended for approval by the BPR Area Engineer.

Equipment rental rates and contractor's percentage will be in accordance with the State-A.G.C. Agreement and provisions of this contract.

Very truly yours,

Fervest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:lt

Enc.

RECEIVED
FEB 6 1962
FOR FILING
6033

February 6, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the Harper Junction-Burrell Section of the Central Oregon Highway in Malheur County, Contract No. 6033, in connection with Federal Aid Project No. F-326(8).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mmb
Enc.

RECEIVED
APR 3 1962
FOR FILING

AGENDA
MAR 2 1962
4 F
4 0

6223

Salem, Oregon
February 5, 1962

Crossing Agreement
Vale Irrigation District and
U.S. Bureau of Reclamation

Mr. L. I. Lindas
Chief Counsel
Office

Attention: Mr. Jack Sollis
Staff Attorney

Attached are three copies of a crossing agreement between the State Highway Commission, the Vale Oregon Irrigation District and the U.S. Bureau of Reclamation relative to construction on the Harper Junction-Burrell Section of the Central Oregon Highway. These copies have been executed by the Highway Commission and the Vale Oregon Irrigation District and are now ready for execution by the Bureau of Reclamation.

When fully signed please return one copy to this office for the Commission's files.

Secretary

rn
Attach: 3

14

FORM E-30 50M 7-40 29395

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 4, 1962

SUBJECT: Crossing Agreement
Vale Irrigation District and
the U. S. Bureau of Reclamation

To: Mr. R. L. Porter
Assistant State Highway Engineer

FOR R. L. PORTER

Enclosed please find three copies of a crossing agreement between the State of Oregon, the Vale Irrigation District and the Bureau of Reclamation. This is in conjunction with the Harper Junction-Burrell Section of the Central Oregon Highway. Will you please present this to the Commission at their next meeting for their approval and then have Mr. Query return them to me after his signature and I will forward them to the Bureau of Reclamation for their signature.

Jack L. Sollis
JACK L. SOLLIS
Staff Attorney

Bid open 1-17-62 on Harper Jct - Burrell sec of Central Ore Hwy.

JLS:ch
Enc.

RECEIVED
MAR 12 1962
FOR FILING
6022

MISC. CONTRACTS and
AGREEMENTS No. 21046

Salem, Oregon
January 31, 1962

Crossing Agreement
Warm Springs Irrigation Dist.
Harper Jct.-Burrell Sec.
Central Oregon Highway
Malheur County

Mr. Forrest Cooper
State Highway Engineer
Office

Attention: Mr. R. L. Porter
Assistant Highway Engineer

Attached is a conformed copy of an agreement with the Warm Springs Irrigation District covering adjustments to their facilities on the Harper Junction-Burrell Section of the Central Oregon Highway in Malheur County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the Warm Springs Irrigation District.

Secretary

rn
Attach: 1

FORM E-30 50M 11-61 40330

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

January 18, 1962

To: Mr. Forrest Cooper
State Highway Engineer
O f f i c e

SUBJECT: Agreement
Warm Springs Irrigation District
Harper Junction-Burrell Section

In order to clear all matters precedent to awarding the contract on the Harper Junction-Burrell Section, it is necessary that an agreement be entered into with the Warm Springs Irrigation District covering the adjustments of their facilities.

It will be appreciated if you will present to the Highway Commission on January 19 the matter of entering into an agreement with the Irrigation District which covers adjustments to their facilities, made necessary by the highway improvement. The work consists primarily of raising a manhole that is situated over a syphon, extending several minor culverts and replacing a timber structure with a box culvert.

It is recommended that this matter have the approval of the Commission.

R. L. Porter
Assistant Highway Engineer

RLP:ajw

NOA.

FORM E-30 50M 9-61 24397

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 18, 1962

SUBJECT: Crossing Agreement
Warm Springs Irrigation Dist.
Harper Jct. - Burrell Sec.
Central Oregon Highway
Malheur County

To: Mr. R. L. Porter
Assistant State Highway Engineer

O F F I C E

Attached you will find three copies of the crossing Agreement with the Warm Springs Irrigation District which have been signed by the District and are now ready for the approval of the State Highway Commission.

This Agreement provides for the State to construct all structures crossing the facilities owned by the District as shown on the set of construction plans, and to perform all structural maintenance on the relocated and extended facilities which are located within the highway right of way. The State also agrees to not interrupt the flow of irrigation water between March 1, 1962 and October 31, 1962.

The District will approve the plans as prepared, perform all structural maintenance of the reconstructed irrigation facilities lying outside the highway right of way lines, and perform all operational maintenance on all irrigation facilities affected by this Agreement.

Your approval is recommended.

F. D. Morgan
Construction Engineer

By G. L. Decker

G. L. Decker
Field Construction Engineer

TWL:bjh

encs.

cc: L. I. Lindas

RECEIVED
FEB 1 1962
FOR FILING
6023

January 31, 1962

Warm Springs Irrigation District
P.O. Box 667
Vale, Oregon

Attention: Mr. E. F. Bates

Gentlemen:

We are enclosing for the records and files of the Warm Springs Irrigation District a fully executed copy of an agreement between the State Highway Commission and the Warm Springs Irrigation District covering adjustments to their facilities on the Harper Junction-Burrell Section on the Central Oregon Highway in Malheur County.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

rn
Enc.

RECEIVED
FEB 21 1962
FOR FILING
E 22-2(1)
6023

MISC. CONTRACTS and AGREEMENTS No. 40

Salem, Oregon
January 30, 1962

Crossing Agreement
Harper South Side Irrigation Dist.
Harper Jct.-Burrell Sec.
Central Oregon Highway
Malheur County

Mr. Forrest Cooper
State Highway Engineer
O f f i c e

Attention: Mr. R. L. Porter
Ass't. State Highway Engineer

Attached is a conformed copy of an agreement with the Harper South Side Irrigation District covering extension of a pipe carrying irrigation water under the Central Oregon Highway because of highway construction on the Harper Junction-Burrell Section on the Central Oregon Highway in Malheur County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the Harper South Side Irrigation District.

.. Secretary

rn
Attach: 1

FORM E-30 50M 3-61 34297

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 5, 1962

SUBJECT: Crossing Agreement
Harper South Side Irrigation Dist.
Harper Jct.-Burrell Sec.
Central Oregon Highway
Malheur County

To: Mr. R. L. Porter
Ass't State Highway Engineer
OFFICE

Attached you will find three copies of the crossing agreement with the Harper South Side Irrigation District for the subject section. These copies have been signed by the Board of Directors of the District, and are ready for presentation to the Commission at their meeting of January 19, 1962.

This agreement provides for the State to reconstruct all the District's facilities which are disturbed by construction, and to perform the structural maintenance of all of the reconstructed facilities lying within the right of way lines.

The District is to approve the plans, perform all operational maintenance of the system, and to perform all structural maintenance outside the right of way lines.

Your approval of this agreement is recommended. A rough draft of a letter to the Commission is attached.

F. D. Morgan
Construction Engineer

by C H Baker

C. H. Baker
Ass't Field Construction Engineer

chb:db

Attach.

RECEIVED
JAN 8 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 31 1962
FOR FILING
6013

January 30, 1962

Harper South Side Irrigation District
Harper,
Oregon

Attention: Mr. Ray E. Lynd

Gentlemen:

We are enclosing for the records and files of the Harper South Side Irrigation District a fully executed copy of an agreement between the State Highway Commission and the Harper South Side Irrigation District covering extension of a pipe carrying irrigation water under the Central Oregon Highway because of highway construction on the Harper Junction-Burrell Section on the Central Oregon Highway in Malheur County.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

rn
Enc.

RECEIVED
JAN 31 1962
FOR FILING
6033

January 30, 1962

Harper South Side Irrigation District
Harper,
Oregon

Attention: Mr. Ray E. Lynd

Gentlemen:

We are enclosing for the records and files of the Harper South Side Irrigation District a fully executed copy of an agreement between the State Highway Commission and the Harper South Side Irrigation District covering extension of a pipe carrying irrigation water under the Central Oregon Highway because of highway construction on the Harper Junction-Burrell Section on the Central Oregon Highway in Malheur County.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

rn
Enc.

RECEIVED
JAN 26 1962
FOR FILING

M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

F-3961
6023

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

January 25, 1962

Mr. J. N. Conley, &
G. D. Dennis & Sons, Inc.,
4332 NE Royal Court
Portland 13, Oregon

Gentlemen:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission, as follows:

Contract #6023, awarded January 19, 1962, for grading-paving-structures on the Harper Jct.-Burrell Section of the Central Oregon Highway in Malheur County.

Please execute two of these copies as to contract and bond, and return both copies to this office for execution by the Highway Commission. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT SO IT WILL NOT BE NECESSARY TO RETURN THE FORMS TO YOU FOR CORRECTION.

The third copy of the contract, on the cover of which is stamped "ADVANCE COPY to be Retained by Contractor," is furnished for your information pending receipt of a copy containing the signatures of the State Highway Commission.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

PS: Mr. Conley: Just a reminder to have your signature read the same as your name is given on the Contract and Bond pages. Thank you.

dc

RECEIVED
JAN 21 1962
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

January 19, 1962

File

C. G. Polk, Division Engineer
08-35.1 Salem, Oregon

Oregon Project F-326(8)

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 6023 for Oregon Project F-326(8), Harper Junction-Burrell Section, Central Oregon Highway, to J. N. Conley and G. D. Dennis and Sons, Inc., of Portland, Oregon, low bidder in the amount of $1,186,307.00 at the January 17, 1962 bid opening.

Original To Young 1-23-62

RECEIVED
JAN 22 1962

FORM S-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

326(1)

6023

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER

G. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

January 19, 1962

J. N. Conley and
G. D. Dennis & Sons, Inc.
4352 N. E. Royal Court
Portland 13, Oregon

Gentlemen:

The State Highway Commission on January 19, 1962 awarded to you State Highway Contract No. 6023 for the following project:

Grading, paving and structures on Harper Junction-Burrell Section of the Central Oregon Highway in Malheur County.

This award was based on your bid of $1,186,307.00 which was the low bid submitted to the Commission on January 17, 1962 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

hl

cc: Frank Morgan
L. M. Young
R. G. Savage
I. D. Merchant

RECEIVED
JAN 23 1962
FOR FILING

January 18, 1962

Agreement
Warm Springs Irrigation District
Harper Junction-Burrell Section

Mr. Forrest Cooper
State Highway Engineer
O f f i c e

In order to clear all matters precedent to awarding the contract on the Harper Junction-Burrell Section, it is necessary that an agreement be entered into with the Warm Springs Irrigation District covering the adjustments of their facilities.

It will be appreciated if you will present to the Highway Commission on January 19 the matter of entering into an agreement with the Irrigation District which covers adjustments to their facilities, made necessary by the highway improvement. The work consists primarily of raising a manhole that is situated over a syphon, extending several minor culverts and replacing a timber structure with a box culvert.

It is recommended that this matter have the approval of the Commission.

R. L. Porter
Assistant Highway Engineer

RLP:a:jw

RECEIVED
JAN 11 1962
FOR FILING
F 3.4(2)
6023

January 10, 1962

Oregon State Highway Commission

Gentlemen:

In connection with the Harper Junction-Burrell Section on the Central Oregon Highway, it is necessary to enter into an agreement with the Harper Southside Irrigation District. The agreement covers the extending of a pipe carrying irrigation water under the highway which is made necessary because of the highway reconstruction.

The work will be done as part of the highway contract.

This matter will be on the agenda for the next meeting for your consideration. It is recommended that it have your approval and that the Secretary be authorized to sign the agreement in your behalf.

Very truly yours,

P. M. Stephenson
Acting State Highway Engineer

cc Mr. R. L. Porter

RLP:ajw ms

RECEIVED
JAN 1962
FOR FILING
6023

File

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 4, 1962

SUBJECT: Crossing Agreement
Vale Irrigation District and
the U. S. Bureau of Reclamation

To: Mr. R. L. Porter
Assistant State Highway Engineer

Enclosed please find three copies of a crossing agreement between the State of Oregon, the Vale Irrigation District and the Bureau of Reclamation. This is in conjunction with the Harper Junction-Burrell Section of the Central Oregon Highway. Will you please present this to the Commission at their next meeting for their approval and then have Mr. Juery return them to me after his signature and I will forward them to the Bureau of Reclamation for their signature.

JACK L. SOLLIS
Staff Attorney

JLS:eh
Enc.

Original To Juery
with enclosures

JAN 1962

RECEIVED
DEC 27 1961
HIGHWAY DEPT. SALEM

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

December 26, 1961

Warm Springs Irrigation District
P. O. Box 667
Vale, Oregon

Attention: Mr. B. F. Bates

Gentlemen:

Crossing Agreement
Warm Springs Irrigation District
Harper Jct.-Burrell Section
Central Oregon Highway
Malheur County

Enclosed you will find four copies of the crossing agreement for the above-named section of the Central Oregon Highway. Please examine and present to your Board of Directors for their signature if acceptable.

Return three signed copies to the attention of Mr. T. W. Litchfield, Utilities Liaison Engineer, at an early date so that they may be presented to the Highway Commission at their meeting on January 19, 1962.

After the approval of the Commission, one fully executed copy of the agreement will be sent to you for your files.

Thank you for your cooperation in this matter.

Very truly yours,

F. D. Morgan
Construction Engineer

By C. H. Baker

C. H. Baker
Ass't. Field Construction Engineer

TWL:fp

Enc.

cc L. I. Lindas
Floyd Query

RECEIVED
DEC 27 1961

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

December 26, 1961

Harper Southside Irrigation District
Harper,
Oregon

Attention: Mr. Ray E. Lynd

Crossing Agreement
Harper Southside Irrigation District
Harper Jct.-Burrell Section
Central Oregon Highway
Malheur County

Gentlemen:

Enclosed you will find four copies of the crossing agreement for the above-named section of the Central Oregon Highway. Please examine and present to your Board of Directors for their signature if acceptable.

Return three signed copies to the attention of Mr. T. W. Litchfield, Utilities Liaison Engineer, at an early date so that they may be presented to the Highway Commission at their meeting on January 19, 1962.

After the approval of the Commission, one fully executed copy of the agreement will be sent to you for your files.

Thank you for your cooperation in this matter.

Very truly yours,

F. D. Morgan
Construction Engineer

By C. H. Baker

C. H. Baker
Ass't. Field Construction Engineer

TWL:fp
Enc.
cc L. I. Lindas
Floyd Query

NOTED
FLOYD QUERY

RECEIVED
DEC 28 1961
FOR FILING

UNITED STATES GOVERNMENT

Memorandum

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

F-326(8)
6012
C G Polk

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: December 26, 1961

FROM : C. G. Polk, Division Engineer
08-35.8-DA Salem, Oregon

SUBJECT: Oregon Project F-326(8)

Harper Junction-Burrell Section of the Central Oregon Highway in Malheur County

We have approved, as of this date, the P. S. and E. documents for 13.953 miles of grading and paving and construction of two RCDG bridges. Overall length of 13.978 miles.

This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired, and pending receipt by this office of satisfactory agreements covering the affected utilities.

Our approval, at this time, shall not be construed to mean approval of extra work items by State Forces.

cc Young

RECEIVED
JAN 1961
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. HUNTER

RECEIVED
DEC 28 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

December 22, 1961

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Right of Way Status
Harper Junction-Burrell
Section
Central Oregon Highway

Dear Sir:

All rights of way or rights of entry have been obtained on this project except for two files:

File No. 32811	Davis	$175
File No. 32812	Vines	75
		$250

These files were affected by a line change made to minimize damage to the properties. Negotiations have failed, and both properties are in the process for condemnation.

We have had an adequate time for negotiation. Filings will be made on or before the date of bid opening.

Very truly yours,

L. I. Lindas
Chief Counsel

By

Walter T. Wright
Right of Way Engineer

WTW:ag

cc Mr. Forrest Cooper ✓
Mr. L. H. Young
Mr. L. I. Lindas

RECEIVED
1961
COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

December 7, 1961

U.S. Department of the Interior
Bureau of Reclamation
P. O. Box 937
Boise, Idaho

Preliminary Plans
Harper Junction-Burrell Section
Central Oregon Highway
Malheur County
Your File No. 424

Attention Mr. H. T. Nelson

Gentlemen:

We have received your letter of November 22nd concerning the above-named section.

On December 1, 1961, T. W. Litchfield of this department contacted your office by telephone and discussed the siphon crossing at Station 247+24 with Mr. Dan Applegate and Mr. Earl Harmon. At that time it was finally agreed to accept the plans as drawn with the following addition:

The realigned river channel will be excavated three feet below grade and backfilled with riprap between Stations 247+50 and 248+00. This has been incorporated into the design.

The blowoff manhole box will be adjusted to the elevation of the new pavement, and will be equipped with a standard manhole. This manhole will be located to provide the best access to the ladder, which will be built to conform to the existing ladder. The plan for this is not complete as yet.

The other crossings of other Vale Irrigation District facilities are of a routine nature and will be equivalent to the facilities which now are in operation. They may be found on the set of preliminary plans which we are enclosing under separate cover.

The Right of Way Division has been advised of the fact that the taking between approximate Stations 405+00 and 444+25 is through land owned by the Bureau of Reclamation.

A rough draft of an agreement to cover the crossing of all facilities of the Vale Irrigation District will be sent to you for your review in the very near future.

Very truly yours,

Tom Edwards
Construction Engineer

By
F. B. Klaboe
Asst. Construction Engineer

TWL:jw

cc Mr. E. F. Bates
P. O. Box 667
Vale, Oregon

L. H. Young
Frank Hall
Jack L. Sollis
A. F. Parson
R. L. Porter

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
REGIONAL OFFICE, REGION 1
BOX 937, BOISE, IDAHO

IN REPLY
REFER TO: 424

NOV 22 1961

Oregon State Highway Department
Salem, Oregon

Attention: Mr. Tom Edwards

Re: Harper-Burrell Section
Central Oregon Highway, Malheur County

Gentlemen:

We appreciate receiving the information furnished with your letters of October 13 and 20 concerning the proposed construction plans for the Harper-Burrell Section of the Central Oregon Highway.

On November 2, 1961, a representative of the Bureau of Reclamation accompanied Ed Bates, Manager for the Vale Oregon Irrigation District on a field review of the changes proposed by the Oregon State Highway Department at the Little Valley Siphon. The highway plans in this area provide for a channel change in the Malheur River, starting at a point approximately 400 feet upstream from the siphon crossing and extending downstream for about 1,600 feet. We are somewhat concerned in this area in regard to possible degradation over the siphon barrel which might occur as a result of excavation in the river channel. It appeared in our inspection that the present channel conditions are such that the normal river flow in the immediate vicinity of the siphon crossing would be satisfactory without further excavation and there would be less chance for degradation if the river channel was not disturbed in this area. We would therefore like to recommend that no excavation be made in the river channel within 400 feet on the upstream side and 275 feet on the downstream side of the siphon.

It is also noted that the existing siphon blowoff manhole box, which is located in the borrow area of the present highway, would be located in the center of the new highway and is to be raised about three feet. The raised portion of the box should be provided with ladder rungs to correspond to rungs in the existing box. The manhole in the top of the box should be located so as to permit easiest access to the ladder.

CONSTRUCTION DIVISION
RECEIVED
NOV 24 1961
NOTED- CE ACE ADP CODE

REFERRED TO
Baker - Lutzhulé.
Br Asst Construction
BURROW AREA CONTAINED IN 1-61. RIPRAP SHOULD BE PLACED ON UPSTREAM SIDE OF RELOCATED CHANNEL STA 247+50 TO 248+00 E

In addition to the Little Valley Siphon Crossing, it is noted that the highway also crosses two Vale Project laterals in Sections 29 and 30, Township 19 South, Range 43 East, and two drains within the Warmsprings Irrigation District in Section 7, Township 19 South, Range 44 East. The right of way for these irrigation facilities is held by the Bureau of Reclamation. The highway also crosses Reclamation withdrawn lands in the $NE\frac{1}{4}NE\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}NE\frac{1}{4}SW\frac{1}{4}$, and $N\frac{1}{2}SE\frac{1}{4}$ of Section 29, Township 19 South, Range 43 East.

If you have any questions or would like to discuss further any of the aforementioned matters, please contact this office or Mr. Dan Applegate, Project Superintendent of the Central Snake Projects Office, P.O. Box 944, Boise, Idaho.

Very truly yours,

H. E. Welsh

Regional Director

Copy to: Ed Bates, Mgr., Vale Irrigation District
Project Superintendent, Boise, Idaho

RECEIVED
NOV 24 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 24 1961
FOR FILING
F-324

4i-5

March 24, 1961

Hon. Ellis A. White
Malheur County Judge
County Court House
Vale, Oregon

Dear Sir:

The State Highway Commission at its meeting on March 10, 1961, adopted a survey concerning improvement of the Harper Junction-Burrell Ranch Unit of the Juntura-Vale Section of the Central Oregon Highway. For your information we have attached a sketch map showing the route of the new section and a copy of the Commission's resolution adopting the survey (Survey Resolution No. 230).

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att.
fp

RECEIVED
MAR 1 1961
FOR FILING

Const
R/W
Central Ore. Hwy

March 1, 1961

Oregon State Highway Commission

Gentlemen:

Our survey on the Harper Junction-Burrell Ranch Unit, Juntura-Vale Section of the Central Oregon Highway, has been completed. A public hearing on this section was not required.

You have previously approved $1,200,000 in Program 7. This section is 14.1# miles in length, and I am attaching a map for your information.

We request your approval of this survey and authority to purchase the necessary right of way.

This will be on the agenda for the March 10 meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

DJB:jk me

Enclosure

cc Tom Edwards
Walter Wright

Survey Approved
Mar., 1959

BEGINNING OF SURVEY
STA. 0+00

Harper

To Burns

MALHEUR RIVER

352+27.43 = EQU.
374+00

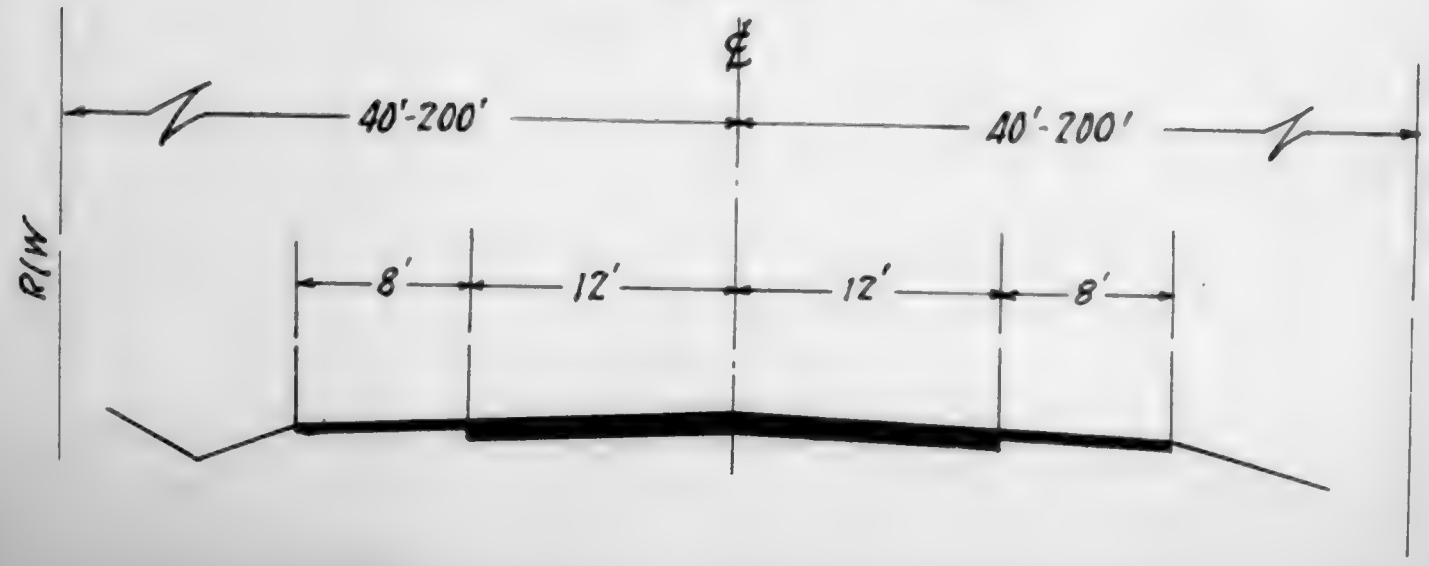
Relocated Highway

US 20

T. 19 S.
T. 20 S.
R. 42 E.
R. 43 E.

5 4 3 33 34 35 36 25 30 29

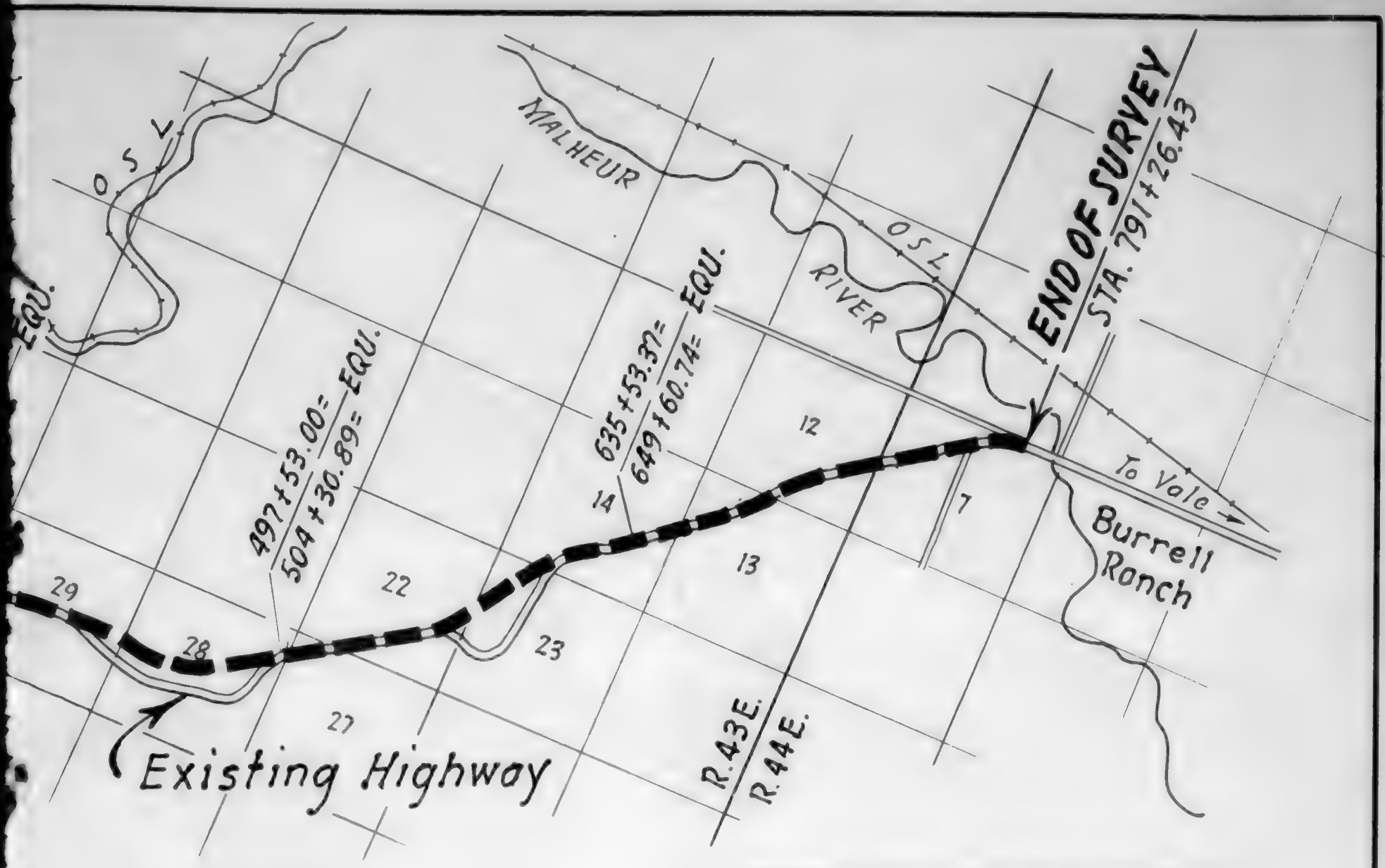
TYPICAL SECTION



DEPU

14.18 Mi.

1R-5-1468



APPROVED

_____
DEPUTY STATE HIGHWAY ENGINEER

_____
DATE

OREGON STATE HIGHWAY DEPARTMENT

Survey Approval Map

HARPER JCT.- BURRELL RANCH UNIT
JUNTURA-VALE SECTION

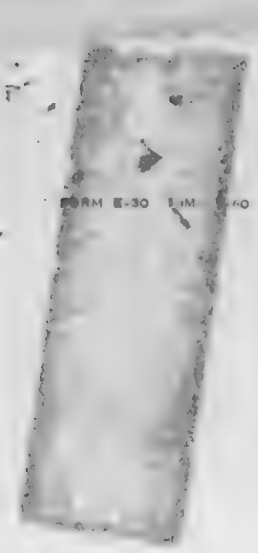
CENTRAL OREGON HIGHWAY

MALHEUR COUNTY

Scale: 1" = 1 Mi. Feb., 1961

DRG. NO. 1R-5-1468

For details see Drg. No. 88-20-1, 2 & 3, Oct., 1960



OK
2

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 21, 1961

To:

Mr. Forrest C oper
Deputy State Highway Engineer
B U I L D I N G

SUBJECT: Survey Approval Map
Harper Junction-Burrell Ranch
Juntura-Vale Section
Central Oregon Highway

Attached are 11 prints of the aboved named survey approval map along with the suggested letter to the Commission.

Tom Edwards
Construction Engineer

By

D. J. Barbee
Asst. Const uction Engineer

DJB:jk

Attachment

RECEIVED
FEB 23 1961
OFFICE O
STATE ... ER

I-5-4(6) Battle Cr. Jct.-Illahee Sec., 1962
248 Pacific Hwy.
#6024

RECEIVED
FEB 7 - 1963
FOR FILING

Monthly transaction number
2-26

Project report number
I-5(10)248

FHPR-2A (6-3-57) U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

2-1-63

State
Oregon

County
Marion

Project number
I-5-4(6)248

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on March 2, 19 62, is hereby modified as follows:

Revised estimated total cost of project	$ 214,760.00
Revised Federal funds	$ 196,917.00
Other revisions	

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 1 day of February, 19 63.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd P. Stewart

Asst. State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By A. W. Parsons
Division Engineer

By: L. R. Backlund, Administrative Manager

USComm-DC 11170

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.	FC PR-2 (REV. 6-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE
FOR FILES	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	Oregon
PROJECT REPORT NO. 5		COUNTY Marion
		PROJECT NO. I-5-4(6)248

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Project limits coincide with IM-176(10)
(Battle Creek - Illahee Section

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	12-26-61	2.0
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 199,762	$ 183,000

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

Oregon State Highway Department
(Official name of Highway Department)

By R. G. Huston
Assistant State Highway Engineer
(Title)

By _____
(Title)

By _____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By: C. C. Polk
(Division Engineer)

Date executed by Division Engineer March 2, 1962

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

February 27, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St. N.E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement signed by a highway official for the Battle Creek Junction-Illahee Section, Project No. I-5-4(6)248.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:mmb

January 25, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Battle Creek Junction-Illahee Section, Project No. I-5-4(6)248.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RMC:jb

Oregon State Highway Department

Federal Aid
Project No. I-5-4(6)248

BATTLE CREEK JUNCTION-ILIAHEE SECTION

OF THE PACIFIC HIGHWAY IN MARION COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 25, 1962

Type Code 6706
Roadway (Sta. 564+00 thru Equa. 575+22.04=289+73.80 and 360+55.12= 374+93.63 to Sta. 392+50) (Contract 6024)

Blade Grader	54	hours	$ 14.00	$ 756.00
Front End Loader	22	hours	15.50	341.00
Dump Trucks	44	hours	7.50	330.00
Drainage Excavation, Unclassified	1,500	cu.yds.	4.80	7,200.00
8-inch Sewer Pipe	160	lin.ft.	2.00	320.00
12-inch Sewer Pipe	200	lin.ft.	3.00	600.00
6-inch Perforated Rigid-Type Drain Pipe	13,300	lin.ft.	0.95	12,635.00
Special Backfill in Drains	1,080	cu.yds.	5.00	5,400.00
Extra for Pipe Under Pavement	90	lin.ft.	5.00	450.00
Concrete Curbs	82	cu.yds.	40.00	3,280.00
Concrete Inlets, Type "D"	2	only	100.00	200.00
Concrete Inlets, Type "G"	1	only	75.00	75.00
Adjustment of Inlets	4	only	50.00	200.00
Cap Inlets	15	only	15.00	225.00
Salvage and Reinstall Guard Rail	1,100	lin.ft.	1.25	1,375.00
Metal Median Barrier	10,500	lin.ft.	3.54	37,170.00
Guide Posts, Y-1	110	only	5.75	632.50
Guide Posts, Y-2	50	only	7.25	362.50
Guide Posts, Y-3	2	only	8.50	17.00
Drilling Holes	3,100	only	0.30	930.00
10-25 Asphalt	140	tons	65.00	9,100.00
Coarse Crushed Material in Base	3,180	cu.yds.	2.60	8,268.00
3/4" - 0 Material in Base	1,900	cu.yds.	3.05	5,795.00
Sprinkling	130	M-gals.	3.00	390.00
3/4" - 0 Material in Binder Course	200	cu.yds.	5.00	1,000.00
RC-800 Asphalt	32	tons	50.00	1,600.00
Class "B" Asphaltic Concrete	13,600	tons	5.50	74,800.00
Class "C" Asphaltic Concrete	800	tons	6.00	4,800.00
RS-1 Asphalt	4	tons	70.00	280.00
Asphaltic Concrete Traffic Markers, Type H	370	lin.ft.	1.00	370.00
				$178,902.00
Flagging (57½ of Contractor's Cost)	All Required			2,000.00
Signing (Temporary)	All Required			700.00
				$ 2,700.00
	Subtotal			$181,602.00
	10% Engr. & Cont.			18,160.00
		Total		$199,762.00

Length of Roadway - - - - - - - - - - - 1.985 Miles
Length of 1 Structures - - - - - - - - 0.015 Mile
Total Length - - - - - - - - - - - - - 2.000 Miles
Cost of Roadway Per Mile - - - - - - - $100,635.76

Federal Funds -	$183,000.00
State Funds -	16,762.00
	$199,762.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid
Project No. I-5-4(6)248

BATTLE CREEK JUNCTION-ILLAHEE SECTION OF THE

PACIFIC HIGHWAY IN MARION COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, December 19, 1961

Type Code 6706
Roadway (Sta. 564+00 Through Equa. 575+22.04 = 289+73.80 and 366+55.12 = 374+93.63 to Sta. 392+50)

Blade Grader	54	hours	$15.00	$ 810.00
Front End Loader	22	hours	12.00	264.00
Dump Trucks	44	hours	7.00	308.00
Drainage Excavation, Unclassified	1,500	cu.yds.	4.00	6,000.00
8-inch Sewer Pipe	160	lin.ft.	2.00	320.00
12 -inch Sewer Pipe	200	lin.ft.	2.50	500.00
6-inch Perforated Rigid-Type Drain Pipe	13,300	lin.ft.	2.00	26,600.00
Special Backfill in Drains	1,080	cu.yds.	6.00	6,480.00
Extra for Pipe Under Pavement	90	lin.ft.	4.00	360.00
Concrete Curbs	82	cu.yds.	55.00	4,510.00
Concrete Inlets, Type "D"	2	only	100.00	200.00
Concrete Inlets, Type "G"	1	only	120.00	120.00
Adjustment of Inlets	4	only	75.00	300.00
Cap Inlets	15	only	35.00	525.00
Salvage and Reinstall Guard Rail	1,100	lin.ft.	1.50	1,650.00
Metal Median Barrier	10,500	lin.ft.	3.75	39,375.00
Guide Posts, W-1	110	only	6.75	742.50
Guide Posts, Y-2	50	only	7.50	375.00
Guide Posts, Y-3	2	only	8.00	16.00
Drilling Holes	3,100	only	0.50	1,550.00
10-25 Asphalt	140	tons	70.00	9,800.00
Coarse Crushed Material in Base	3,180	cu.yds.	2.50	7,950.00
3/4" - 0 Material in Base	1,900	cu.yds.	2.60	4,940.00
Sprinkling	130	M-gal.	3.00	390.00
3/4" - 0 Material in Binder Course	200	cu.yds.	4.50	900.00
RC-800 Asphalt	32	tons	45.00	1,440.00
Class "B" Asphaltic Concrete	13,600	tons	7.00	95,200.00
Class "C" Asphaltic Concrete	800	tons	10.00	8,000.00
RS-1 Asphalt	4	tons	75.00	300.00
Asphaltic Concrete Traffic Markers, Type H	370	lin.ft.	1.00	370.00
				$220,295.50
Flagging (5 7/8% of Contractor's Cost)	All	Required		2,000.00
Signing (Temporary)	All	Required		700.00
				$ 2,700.00

Subtotal	$222,995.50
10% Engr. & Cont.	22,299.50
Total	$245,295.00

Length of Roadway - - - - - - -	1.985 Miles
Length of 1 Structure - - - -	0.015 Mile
Total Length- - - - - - - - -	2.000 Miles
Cost of Roadway Per Mile- - -	$123,574.30

Federal Funds -	$225,000.00
State Funds -	20,295.00
	$245,295.00

RECEIVED
OCT 22 1962
FOR FILING

October 19, 1962

United Pacific Insurance Company
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

Contract No. 6024, awarded to Salem Road & Driveway Company, for paving the Battle Creek Junction-Illahee Section of the Pacific Highway in Marion County, was completed August 23, 1962 and was accepted by the Highway Commission on October 17, 1962.

Final payment in the amount of $5,718.47 will be released to the contractor as soon as payment processing can be completed, but in no event before October 26, 1962. The total contract amount is $190,615.77, including $5,236.08 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMM.

By
C. W. Head, Assistant Secretary

jmc

cc: Salem Road & Driveway Co.
P. O. Box 603
Salem, Oregon

R. L. Porter
L. H. Young
C. H. Maison

RECEIVED
OCT 18 1962
FOR FILING

6024

October 18, 1962

Oregon State Highway Commission

Gentlemen:

Work was completed August 23 on Contract 6024. The contract was with Salem Road and Driveway Company and was for paving on the Battle Creek-Illahee Section of the Pacific Highway in Marion County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective October 17, 1962, and that you concur in this procedure at the Commission meeting on November 1.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
R. L. Porter
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison

Survey letter written 11/19/62

RLP:ajw hlb

FORM E 30 10M 7-60 29395

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 16, 1962

SUBJECT: Acceptance of Contract

To: Mr. R. L. Porter
Assistant Highway Engineer
O F F I C E

All work on the following contract is satisfactorily completed. It is ready for acceptance by the State Highway Commission:

Contract No. 6024 with Salem Road and Driveway Co. for paving on the Battle Creek-Illahee Section of the Pacific Highway in Marion County, completed August 23, 1962.

L. H. Young
Office Engineer

DHP:jb

cc: Floyd Query
C. H. Maison
F. D. Morgan

RECEIVED
OCT 4 1962
FOR FILING
7
6024

October 4, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith are three copies of Materials Report, Form PR-47, as prepared by our engineer on Contract No. 6024, Battle Creek Junction-Illahee Section, in Marion County, Federal Project No. I-5-4(6)248.

Very truly yours,

Forrest Cooper
State Highway Engineer

By J AN

L. H. Young
Office Engineer

DBP:lt

Enc.

RECEIVED
OCT 2 1962
FOR FILING

October 2, 1962

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

Semi-final payment on contract #6024 for paving on the Battle Creek Jct.-Illahee Section of Pacific Highway in Marion County, will be released to the contractor, Salem Road & Driveway Co., on or after October 9, 1962.

This payment will be in the amount of $42,907.94 and reduces the retained percentage to $5,718.47.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Salem Road & Driveway Co.,
P. O. Box 603
Salem
Oregon

Form E-1--(Rev.)--

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 15, 19 62

Section Battle Creek Junction - Illahee

Highway Pacific County Marion

Contractor Salem Road & Driveway Company

Date of contract January 19, 19 62

Date work started April 3, 19 62

Project authorization . . . . . $ 204,302.25

Exclusive of engineering . . . . $ 189,774.09

Kind of work Paving

Section prefix 624-1055

Contract number 6024

Specified work days 75

Work days used 75

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 196,900.00

Estimated per cent overrun or underrun . . . . . Overrun 3.3 %

Per cent of contract completed, based on estimated cost . . . . . 100 %

Engineering authorization . . . . $ 14,528.16

Engineering cost to date $ 16,414.02, 113 %

Date project was completed August 23, 19 62

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
none	100	100	none	100	100	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Completed work on semi-final estimate and submitted same Friday.

FINAL REPORT

CONSTRUCTION DIVISION
RECEIVED
SEP 1 1962

Signed Arthur Duffy

Address P. O. Box 30, Salem, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	~~SURFACE~~	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	Med. Barrier 2.0	2.0			2.0
Miles partially completed					
Miles completed	2.0	2.0			2.0
Total estimated quantities (contract)	10,500 lin.ft.	5,080 Cy.			14,400 ton
Total quantities corrected to date	10,250.1 "	6,700 "			14,409 ton
Estimated quantities moved or placed to date	10,250.1 "	6,700 "			14,409 "
Average daily quantities	2,050 "	335 "			775 "
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					
Men					
Supervision					
Men and trucks under 3 tons					
Men and trucks over 3 tons					
Men and tractors					

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Compaction rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Cloudy		
Tuesday	Rain		
Wednesday	Cloudy		
Thursday	Cloudy		
Friday	Fair		
Saturday			

RECEIVED
AUG 29 1962
FOR FILING
6024

August 27, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 23, 1962, on Contract No. 6024, Battle Creek Junction-Illahee Section, in Marion County, in connection with Federal-aid Project No. I-5-4(6)248.

We request that your office inspect the contract work and return a signed copy of this letter listing any conditions below which would prevent your final acceptance of the project.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. N. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement Date:_____

Conditions noted as above date:

A. W. Parsons
Division Engineer

cc: H. S. Cox
DBP:ra

RECEIVED
JUL 26 1962
FOR FILING
6024

July 25, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 5 covering the elimination of the left turn ramp at Battle Creek Junction on the Battle Creek Junction-Illahee Section of the Pacific Highway in Marion County, Contract No. 6024, in connection with Federal-Aid Project No. I-5-4(6)240.

This work is necessary to meet interstate standards. The present turn is from the left lane of southbound traffic to the left lane of northbound traffic.

The work is immediately north of the limits of the present work, but close enough that it can be done as an integral part of the project. It has been verbally recommended for approval by the BPR Area Engineer.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:jb
Enc.

RECEIVED
JUL 5 1962
FOR FILING

July 3, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 4 covering break up and incorporating existing material in median area on the Battle Creek Junction-Illahee Section of the Pacific Highway in Marion County, Contract No. 6024, in connection with Federal-Aid Project No. I-5-4(6)248.

Work to be done is to pulverize oil mat shoulder material bladed from the shoulder, and incorporate it into the base rock in the median area.

This shoulder material consists of some oil mat and some A.C. patching. Also some of the undersealing material was pumped into the shoulder area. This all tended to make the shoulder of such poor quality that A.C. pavement would start waving on it.

This work has been verbally recommended for approval by BPR Area Engineer and the Field was authorized to proceed June 18, 1962. Your approval of this order as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:jb
Enc.

RECEIVED
MAY 2 1962
FOR FILING

I-5-4(6)248
6(2.1

May 1, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering additional labor on the Battle Creek Junction-Illahee Section of the Pacific Highway in Marion County, Contract No. 6024, in connection with Federal-Aid Project No. I-5-4(6)248.

This order is to cover hand labor not covered in the contract bid items. The extra labor is necessary for backfilling behind curbs and to salvage and reinstall fence.

The order has been verbally approved by the BPR District and Area Engineers.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mmb
Enc.

RECEIVED
APR 17 1962
FOR FILING

6024

April 17, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering the State's share of flagging costs on the Battle Creek-Illahee Section of the Pacific Highway in Marion County, Contract No. 6024, in connection with Federal Aid Project No. I-5-4(6)248.

This is an anticipated item of the contract.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:jb
Enc.

RECEIVED
APR 6 1962
FORM E-30X—50M—11-61—40231

FOR FILING

6024

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
April 4, 1962

To:

SUBJECT Construction Speed Zone
Pacific Highway
M.P. 52.64 - 54.79

MEMO TO FILE

Agenda Item: 3c(2)

The State Highway Commission at its meeting of April 3 approved the following temporary construction speed zone:

35 MPH ... on the Battle Creek-Illahee Section of the Pacific Highway in Marion County, between M.P. 52.64 and M.P. 54.79, effective 8 a.m., March 19, 1962.

for F. B. Crandall
Traffic Engineer

njc

cc: Tom Edwards
J. D. Walker
F. T. Lacey

NOTED
TOM EDWARDS

RECEIVED
APR 5 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 26 1962
FOR FILING

6 i 4

March 23, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering directional signing on the Battle Creek Junction-Illahee Section of the Pacific Highway in Marion County, Contract No. 6024, in connection with Federal Aid Project No. I-5-4(6)248.

This work is necessary for the direction and guidance of traffic during construction. It does not include warning signs, lights and barricades required of the contractor for the safety of traffic and workmen. Equipment rental and contractors percentage allowance will be in accordance with the State-A.G.C. agreement and Special Provisions of this contract.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mmb
Enc.

RECEIVED
MAR 22 1962
FOR FILE
6024

March 20, 1962

Oregon State Highway Commission

Gentlemen:

Effective 8:00 a.m., Monday, March 19, permission was granted for the establishment of a 35-mile-per-hour construction speed zone on the Battle Creek-Illahee Section of the Pacific Highway, No. 1, between M. P. 52.64 and M. P. 54.79 in Marion County.

Your concurrence is requested in the establishment of this construction speed zone.

This matter will be on the agenda for your consideration at the April 13 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Mr. F. B. Crandall
Simpson

VPJ:pk hlb

RECEIVED
MAR 20 1962
COMMISSIONERS
MEDFORD FILING
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM
I-5-4(6)248
6124

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 16, 1962

Mr. Lee Bown, Deputy Sup't.
Department of State Police
107 Public Service Bldg.
Salem, Oregon

Dear Mr. Bown:

Effective 8:00 A.M., Monday March 19, 1962, permission was granted for the establishment of a 35 MPH construction speed zone on the Battle Creek-Illahee Section of the Pacific Highway, No. 1, between M.P. 52.64 and M.P. 54.79.

Very truly yours,

Tom Edwards
Assistant State Highway Engineer

By Original Signed by
F. B. CRANDALL

F. B. Crandall
Traffic Engineer

pk
bc: Tom Edwards

NOTED
TOM EDWARDS

RECEIVED
FEB 15 1962

FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

6024

February 15, 1962

Salem Road & Driveway Co.,
P. O. Box 603
Salem
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #6024, awarded January 19, 1962, for paving the Battle Creek Jct. -Illahee Section of Pacific Highway in Marion County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary.
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
FEB 15 1962
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 15, 1962

6024

United Pacific Insurance Co.,
Portland Branch Office
627 Board of Trade Bldg.,
Portland 4, Oregon

Gentlemen:

Enclosed is a copy of a contract awarded by the State Highway Commission, the details of which are given below.

We are sending you this copy for your files as you appear as surety on the performance bond furnished by the contractor.

Contract #6024, awarded January 19, 1962, to Salem Road & Driveway Co., for paving the Battle Creek Jct. -Illahee Section of Pacific Highway in Marion County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

cc: United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

RECEIVED
JAN 26 1962
FOR FILING

COMMISSIONERS
M. K. [illegible], CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

6024

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

January 25, 1962

Salem Road & Driveway Co.,
P. O. Box 603
Salem
Oregon

Gentlemen:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission, as follows:

Contract #6024, awarded January 19, 1962, for paving the Battle Creek Jct. -Illahee Section of Pacific Highway in Marion County.

Please execute two of these copies as to contract and bond, and return both copies to this office for execution by the Highway Commission. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT SO IT WILL NOT BE NECESSARY TO RETURN THE FORMS TO YOU FOR CORRECTION.

The third copy of the contract, on the cover of which is stamped "ADVANCE COPY to be Retained by Contractor," is furnished for your information pending receipt of a copy containing the signatures of the State Highway Commission.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
JAN 24 1962
FOR FILING

6024

477 Cottage Street, N.E.
Salem, Oregon

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

January 19, 1962

File

C. G. Polk, Division Engineer
08-35.1 Salem, Oregon

Oregon Project I-5-4(6)248

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 6024 for Oregon Project I-5-4(6)248, Battle Creek Jct.-Illahee Section, Pacific Highway, to Salem Road and Driveway Company of Salem, Oregon, low bidder in the amount of $178,902.00 at the January 17, 1962 bid opening.

Original To Young 1-23-62

RECEIVED
JAN 22 1962
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
S. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

January 19, 1962

6027

Salem Road & Driveway Co.
P. O. Box 67
Salem, Oregon.

Gentlemen:

The State Highway Commission on January 19, 1962 awarded to you State Highway Contract No. 6027 for the following project:

Paving on the Battle Creek Junction-Illahee section of Pacific Highway in Marion County.

This award was based on your bid of $178,902.00 which was the low bid submitted to the Commission on January 17, 1962 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

hl

cc: Frank Morgan
L. H. Young
R. G. Savage

RECEIVED
DEC 29 1961

FORM CD-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

FOR FILE

I-5-4(6)248

6234

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : C. G. Polk, Division Engineer
08-35.7 Salem, Oregon

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

DATE: December 26, 1961

SUBJECT: Oregon Project I-5-4(6)248
Battle Creek Junction-Illahee Section
Pacific Highway

We have approved, as of this date, the P. S. and E. documents for the above project providing for construction of 2.00 miles of highway median and shoulders, leveling of north bound traffic lanes and overlaying the north and south bound traffic lanes with asphaltic concrete pavement.

This is to authorize your advertising for bids.

RE Young

NOTED
R L FORDEN

I-5-6(31) Eliot School Viaduct, East- 1962
303 bank Freeway Sec. (Portland),
#6025 Pacific Hwy.

RECEIVED
NOV 7 1963
FOR [illegible]

6025

November 6, 1963

General Insurance Co. of America
Portland Service Office
200 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

A post-final payment for $2,136.00 will be made to J. N. Conley & Hannan Bros. Co., on contract #6025 for the Eliot School Viaduct on the East Bank Freeway Section of Pacific Highway in Multnomah County, as soon as the warrant is prepared.

The total amount paid on this contract will be $486,279.20, including the post-final payment. Of the total, $1,589.63 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Mr. J. N. Conley, &
Hannan Bros. Co.,
4332 NE Royal Court
Portland 13, Oregon

cc: C. H. Maison
Attn.: John Herr

RECEIVED
JUL 16 1963
FOR FILING

I-5-6(1)203
6025

July 16, 1963

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

On April 8, 1963, we wrote to you concerning release of final payment on contract #6025, awarded to J. N. Conley & Hannan Bros. Co., for the Eliot School Viaduct on the Eastbank Freeway Section of Pacific Highway in Multnomah County.

Final payment on this contract is $27,528.53 and the total contract amount is $484,143.20, including $1,589.63 for work performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: J. N. Conley &
Hannan Bros. Co.,
4332 NE Royal Court
Portland 13, Oregon

cc: C. H. Maisen
Attn.: John Herr

RECEIVED
APR 8 - 1963
FOR FILING

April 8, 1963

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

Contract #6025 awarded to J. N. Conley & Hannan Bros. Co., for the Eliot School Viaduct on the East Bank Freeway on Pacific Highway in Multnomah County was completed March 5, 1963, and was accepted by the Highway Commission on April 5, 1963.

Final payment will be released to the contractor as soon as payment processing can be completed, but not before April 15, 1963.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: J. N. Conley &
Hannan Bros. Co.,
4332 NE Royal Court
Portland 13, Oregon

cc: L. N. Young
C. H. Maison
Attn.: John Herr

RECEIVED
APR 8 - 1963
FOR FILING

6025

April 5, 1963

Oregon State Highway Commission

Gentlemen:

Work was completed March 5 on Contract No. 6025. The contract was with J. N. Conley and Hannan Brothers and was for work on the Eliot School Viaduct Section of the East Bank Freeway on the Pacific Highway in Multnomah County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective April 5, 1963, and that you concur in this procedure at the Commission meeting on April 25.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
P. M. Stephenson
V. D. Wolfe
Ivan Merchant
L. H. Young
C. H. Maison

PMS:er

FORM E-30 50M 11-61 40230

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 4, 1963

To: Mr. P. H. Stephenson
Assistant State Highway Engineer
O F F I C E

SUBJECT: Eliot School Viaduct Section
Contract No. 6025

J. N. Conley and Hannan Brothers completed work on the Eliot School Viaduct Section of the East Bank Freeway on the Pacific Highway, Multnomah County, our Contract No. 6025, on March 5, 1963. This contract is ready for acceptance by the Commission.

This is a Federal-aid interstate project.

The Bureau of Public Roads has inspected and accepted the contract portion of the project.

Ivan D. Merchant
Bridge Engineer

CAG/mm

cc: Mr. D. B. Parkes
Mr. Floyd Query

RECEIVED
APR 5 1963
OFFICE OF
STATE HIGHWAY ENGINEER

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.	FORM PR-2 (REV. 6-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE: Oregon
PROJECT REPORT NO. 5	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)* 3-2-62	COUNTY: Multnomah
		PROJECT NO. I-5-6(31)303

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

US 99 Page St. to Tillamook St. (Portland)

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	12-26-61	0.09
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 529,000	$ 486,000

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

Oregon State Highway Department
(Official name of Highway Department)

By _____

Assistant State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By: C. G. Polk
(Division Engineer)

Date executed by Division Engineer March 2, 1962

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

February 27, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St. N.E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement signed by a highway official for the Eliot School Viaduct (Portland), Project No. I-5-6(31)303.

Very truly yours,

Ferrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:mmb

January 26, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Eliot School Viaduct (Portland), Project No. I-5-6(31)303.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:cr

Oregon State Highway Department

Federal Aid
Project No. I-5-6(31)303

ELIOT SCHOOL VIADUCT (PORTLAND) ON THE

PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 26, 1961

Item Code X961
Eliot School Viaduct (Sta. "L" 339+65 to Sta. "L" 344+70)
(Contract No. 6025)

Removal and Clean-Up	All Required		$ 7,800.00
General Excavation, Unclassified	6,000 cu.yds.	$ 1.00	6,000.00
Shoring, Cribbing, etc.	All Required		13,200.00
Structural Excavation	3,600 cu.yds.	5.00	18,000.00
Structural Excavation Below Elevation Shown	300 cu.yds.	10.00	3,000.00
Special Backfill	650 cu.yds.	3.00	1,950.00
Furnish Treated Timber Piling	5,045 lin.ft.	1.20	6,054.00
Drive Timber Piles	138 only	49.00	6,762.00
Class "A" Concrete (3,721 cu.yds.)	All Required		224,300.00
65' - 70' Type 3 Prestressed Beams	72 only	1,025.00	73,800.00
Metal Reinforcement (792,000 lbs.)	All Required		101,700.00
Metal Parapet Railing	758 lin.ft.	4.50	3,411.00
8-inch Standard Steel Pipe	525 lin.ft.	11.00	5,775.00
16-inch Standard Steel Pipe	495 lin.ft.	18.50	9,157.50
	Subtotal		$480,909.50
	10% Engr. & Cont.		48,090.50
	Total		$529,000.00

Length of Structure . . . . . 0.096 mile

Federal Funds	$486,000.00
State Funds	43,000.00
	$529,000.00

State Funds for Const.: Chap. 175, laws, 1917; Chap. 31, laws, 1920; Chap. 529, laws, 1939

State Funds for Maint.: Chap. 529, laws, 1939

Oregon State Highway Department

Federal Aid
Project No. I-5-6(31)303

ELIOT SCHOOL VIADUCT (PORTLAND) ON THE

PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, December 20, 1961

Type Code X281
Eliot School Viaduct (Sta. "L" 339+65 to Sta. "L" 344+70)

Removal and Cleanup	All Required		$ 2,000.00
General Excavation, Unclassified	6,000 cu.yds.	$ 1.50	9,000.00
Shoring, Cribbing, Etc.	All Required		15,000.00
Structural Excavation	3,600 cu.yds.	5.00	18,000.00
Structural Excavation Below Elevation Shown	300 cu.yds.	5.00	1,500.00
Special Backfill	650 cu.yds.	3.00	1,950.00
Furnish Treated Timber Pilings	6,755 lin.ft.	1.50	10,132.50
Drive Timber Piles	138 only	60.00	8,280.00
Class "A" Concrete (3,721 cu.yds. $72.00)	All Required		267,912.00
65'-70' Type 3 Prestressed Beams	72 only	1,100.00	79,200.00
Metal Reinforcement (792,000 lbs. at $0.13)	All Required		102,960.00
Metal Parapet Railing	758 lin.ft.	5.00	3,790.00
8-inch Standard Steel Pipe	525 lin.ft.	6.00	3,150.00
16-inch Standard Steel Pipe	495 lin.ft.	10.00	4,950.00
	Subtotal		$527,824.50
	10% Engr. & Cont.		52,781.50
	Total		$580,606.00

Length of Structure - - - - - - - 0.096 Mile

Federal Funds - - - - - - -

ELIOT SCHOOL VIADUCT

PROJECT NO. I-5-6(31)303

Overhead				$ 90.00
Metal Reinforcement	1,084	lbs.	$ 0.13	140.92
Prestress Steel	1,015	lbs.	0.40	406.00
Class "A" Concrete	10.04	cu.yds.	47.00	471.88
				$1,108.80

Oregon State Highway Department

Federal Aid 31
Project No. I-5-6(30)303

ELIOT SCHOOL VIADUCT (PORTLAND) ON THE

PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, December 27, 1961

Type Code 9261
Eliot School Viaduct (Sta. "L" 339+65 to Sta. "L" 344+70)

Removal and Cleanup	All Required		$ 2,000.00
General Excavation, Unclassified	6,000 cu.yds.	$ 1.50	9,000.00
Shoring, Cribbing, Etc.	All Required		15,000.00
Structural Excavation	3,600 cu.yds.	5.00	18,000.00
Structural Excavation Below Elevation Shown	300 cu.yds.	5.00	1,500.00
Special Backfill	650 cu.yds.	3.00	1,950.00
Furnish Treated Timber Pilings	5,045 lin.ft.	1.50	7,567.50
Drive Timber Piles	138 only	60.00	8,280.00
Class "A" Concrete (3,721 cu.yds. $72.00)	All Required		267,912.00
65'-70' Type 3 Prestressed Beams	72 only	1,100.00	79,200.00
Metal Reinforcement (792,000 lbs. at $0.13)	All Required		102,960.00
Metal Parapet Railing	758 lin.ft.	5.00	3,790.00
8-inch Standard Steel Pipe	525 lin.ft.	6.00	3,150.00
16-inch Standard Steel Pipe	495 lin.ft.	10.00	4,950.00
	Subtotal		$525,259.50
	10% Engr. & Cont.		52,525.50
	Total		$577,785.00

Length of Structure - - - - - - - 0.096 Mile

Federal Funds - - - - - - -

ELIOT SCHOOL VIADUCT

PROJECT NO. I-5-6(11)303

Prestressed Beam Quantities

Overhead				$ 90.00
Metal Reinforcement	1,084	lbs.	$ 0.13	140.92
Prestress Steel	1,015	lbs.	$ 0.40	406.00
Class "A" Concrete	10.04	cu.yds.	$47.00	471.88
				$1,108.80

RECEIVED
FEB 9 1962
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

February 9, 1962

Mr. J. N. Conley, &
Hannan Bros. Co.,
4332 NE Royal Court
Portland 13, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #6025, awarded January 19, 1962 for the Eliot School Viaduct on the Eastbank Freeway Section of Pacific Highway in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

DC
Encl.

RECEIVED
FEB 9 1962
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

February 9, 1962

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

Enclosed is a copy of a contract awarded by the State Highway Commission, the details of which are given below.

We are sending you this copy for your files as you appear as surety on the performance bond furnished by the contractor.

Contract #6025, awarded January 19, 1962, to J. N. Conley & Hannan Bros. Co., for the Eliot School Viaduct on the Eastbank Freeway Section of Pacific Highway in Multnomah County

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

D Cook

60 1.5

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 9, 1962

Mr. C. G. Polk
Division Engineer
U. S. Bureau of Public Roads
477 N. E. Cottage Street
Salem, Oregon

Re: East Bank Freeway
Contract No. 60.5
FAP No. I-5-6(31)303

Dear Mr. Polk:

J. H. Conley & Hannan Bros. Company began work on the East Bank Freeway Bridge construction project on the Pacific Highway in Multnomah County, Contract No. 6025, FAP No. I-5--6(31)303, on February 6, 1962.

Very truly yours,

Ivan D. Marchant
Bridge Engineer

dl

cc: Floyd Query
J. W. Nash
D. B. Parkes

NOTED
FLOYD QUERY

RECEIVED
JAN 26 1962
COMMISSIONERS

FOR FILING

M. M. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

January 25, 1962

J. N. Conley, &
Hannan Bros. Co.,
4332 NE Royal Court
Portland 13, Oregon

Gentlemen:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission, as follows:

Contract #6025, awarded January 19, 1962, for the Eliot School Viaduct on the Eastbank Freeway Section of Pacific Highway in Multnomah County.

Please execute two of these copies as to contract and bond, and return both copies to this office for execution by the Highway Commission. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT SO IT WILL NOT BE NECESSARY TO RETURN THE FORMS TO YOU FOR CORRECTION.

The third copy of the contract, on the cover of which is stamped "ADVANCE COPY to be Retained by Contractor," is furnished for your information pending receipt of a copy containing the signatures of the State Highway Commission.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

PS: Just a reminder to have your signatures read the same as your names are given on the Contract and Bond pages. Thank you.

dc

RECEIVED
JAN 21 1962
FOR FILING
6025

477 Cottage Street, N.E.
Salem, Oregon

January 19, 1962

File

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

C. G. Polk, Division Engineer
08-35.1 Salem, Oregon

Oregon Project I-5-6(31)303

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 6025 for Oregon Project I-5-6(31)303, Eliot School Viaduct, East Bank Freeway Section, (Portland), Pacific Highway to J. N. Conley and Hannan Bros. Co. of Portland, Oregon, low bidder in the amount of $480,909.50 at the January 17, 1962 bid opening.

Original To Young 1-23-62

RECEIVED
JAN 22 1962

FORM E-122

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

I-5-1(31)302
6025

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER

G. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

January 18, 1962

J. H. Conley, [illegible]
Hansen Bros. Co.
4[illegible] N. E. Royal Court
Portland 1[illegible], Oregon

Gentlemen:

The State Highway Commission on January 15, 1962 awarded to you State Highway Contract No. [illegible] for the following project:

Pilot School Viaduct, East Bank Freeway section
(Portland, Pacific Highway, in Multnomah County.

This award was based on your bid of $[illegible] which was the low bid submitted to the Commission on January 15, 1962 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

hl

cc: Frank Morgan
L. H. Young
R. G. Savage
I. D. Merchant

RECEIVED
DEC 28 1961

FORM CD-121
(8-22-59)

UNITED STATES GOVERNMENT

Memorandum

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: December 26, 1961

FROM : C. G. Polk, Division Engineer
08-35.7 Salem, Oregon

SUBJECT: Oregon Project I-5-6(31)303

We have approved, as of this date, the P. S. and E. documents for the Eliot School Viaduct, East Bank Freeway Section, Pacific Highway in Portland.

This is to authorize your advertising for bids.

cc. Young

NOTED
R. L. HOLTER

I-80N-1(20) 102nd Ave. Exit Ramp Sec., 1962
6 Columbia River Eastbound Hwy.
#6026 (Grad., Pav., Illumin. & Sign.)

STATE COPY

Monthly transaction number	FHWA PR-2A (Rev. 2-68) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	County
11-9	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** (PPM 21-7)	Oregon
Project report number		Multnomah
Modification number: 1		Project number: I-80N-1(20)6

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on March 2, 19 62, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 44,084	$ 0
Federal funds	$ 39,899.00	$ 0
Other revisions		

This modification is made for the following reasons:

Project being withdrawn from Interstate System and transferred to Primary System.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 31st day of October, 19 69.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Department)

By F B Kloboe

Assistant State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By _____
(Division Engineer)

For: R. E. Simpson

US COMM-DC 26364-P68

PREPARED 1 Sept 6026

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.

3-9

FOR FWG

PROJECT REPORT NO.

I-5N-1(20)6

6026

FORM PR-2 (REV. 6-61)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

STATE: Oregon

COUNTY: Multnomah

PROJECT NO.: I-80N-1(20)6

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

US 30 102nd Ave. E. Bound Off-Ramp Revision

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHOFIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	12-26-61	0.0
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 49,317	$ 45,300

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official Name of Highway Department)

By V. G. Hass

Asst State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

C G Polk

By: C. G. Polk
(Division Engineer)

Date executed by Division Engineer: March 2, 1962

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

March 1, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St. N.E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by a highway official for the 102nd Avenue East Ramp (Portland), Project No. I-205-1(20)6.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:mmb

January 25, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the 102nd Avenue Exit Ramp (Portland), Project No. I-80N-1(20)6.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:lt

Oregon State Highway Department

Federal Aid
Project No. I-205-1(23)6

102ND AVENUE EAST PART (PORTLAND) OF THE

S. LOMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices).

Salem, Oregon, January 25, 1962

Type Code 6201
Roadway (Sta. 152+78) (Contract No. 6026)

Clearing and Grubbing	All Required		$ 250.00
Drainage Excavation, Unclassified	180 cu. yds.	$ 2.00	360.00
General Excavation, Unclassified	7,300 cu. yds.	0.78	5,694.00
Finishing Roadbed and Slopes	All Required		750.00
Rounding Cutbanks	900 lin. ft.	0.30	270.00
8-inch Sewer Pipe	840 lin. ft.	2.00	1,680.00
Concrete Manholes	3 only	250.00	750.00
Concrete Inlets, Type "D"	1 only	100.00	100.00
Concrete Inlets, Type "CB-1"	3 only	80.00	240.00
Concrete Curbs	30 cu. yds.	40.00	1,200.00
Guide Post E-1	2 only	7.50	15.00
Guide Post E-2	15 only	8.00	120.00
Salvage and Reinstall Type 3 Fence	35 rods	20.00	700.00
Coarse Crushed Material in Base	640 cu. yds.	3.15	2,016.00
3/4" - 0 Material in Base	310 cu. yds.	3.00	930.00
Sprinkling	30 M-gals.	3.00	90.00
Preparation of Base	All Required		125.00
3/4" - 0 Material in Binder Course	30 cu. yds.	3.50	105.00
RC-800 Asphalt	5 tons	45.00	225.00
Class "B" Asphaltic Concrete	770 tons	6.25	4,812.50
Asphaltic Concrete Traffic Markers Type "L"	450 lin. ft.	0.60	270.00
Roadway Illumination & Sign Power Installation	All Required		3,451.00
Removal of Existing Sign Installation	All Required		100.00
Overhead Sign Structure	All Required		14,192.00
Furnish 8" BP 36# Steel Piling	27 lin. ft.	4.80	129.60
Drive Steel Piles	2 only	120.00	240.00
Metal Sign Posts	All Required		102.00
Type "A" Signs in Place	468 sq. ft.	3.37	1,917.36
			$42,834.26

Flagging (57)% of Contractor's Cost)	All Required	$ 1,500.00
Signing (Temporary)	All Required	250.00
Seeding and Mulching	All Required	150.00
Salvage and Replant Ivy	All Required	100.00
		$ 2,000.00
	Subtotal	344,834.26
	10% Engr. & Cont.	4,482.74
	Total	$49,317.00

Length of Project . . . . . 0.000 Mile

Federal Funds	$45,300.00
State Funds	4,017.00
	$49,317.00

State Funds for Const: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds for Maint: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid
Project No. I-80N-1(20)6

102ND AVENUE EXIT RAMP (PORTLAND) ON THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, December 18, 1961

Type Code 6201
Roadway (Sta. 352+78)

Clearing and Grubbing	All Required	$	$ 700.00
Drainage Excavation, Unclassified	180 cu.yds.	3.00	540.00
General Excavation, Unclassified	7,300 cu.yds.	1.50	10,950.00
Finishing Roadbed and Slopes	All Required		350.00
Rounding Cutbanks	900 lin.ft.	0.30	270.00
8-inch Sewer Pipe	840 lin.ft.	2.00	1,680.00
Concrete Manholes	3 only	250.00	750.00
Concrete Inlets, Type "D"	1 only	110.00	110.00
Concrete Inlets, Type "GB-1"	3 only	125.00	375.00
Concrete Curbs	30 cu.yds.	40.00	1,200.00
Guide Posts, W-1	2 only	6.75	13.50
Guide Posts, Y-2	15 only	7.25	108.75
Salvage and Reinstall Type 3 Fence	35 rods	10.00	350.00
Coarse Crushed Material in Base	640 cu.yds.	2.75	1,760.00
3/4" - 0 Material in Base	310 cu.yds.	3.00	930.00
Sprinkling	30 M-gal.	3.00	90.00
Preparation of Base	All Required		100.00
3/4" - 0 Material in Binder Course	30 cu.yds.	5.00	150.00
RC-800 Asphalt	5 tons	50.00	250.00
Class "B" Asphaltic Concrete	770 tons	7.50	5,775.00
Asphaltic Concrete Traffic Markers, Type "L"	450 lin.ft.	1.00	450.00
Roadway Illumination and Sign Power Installation	All Required		5,200.00
Removal of Existing Sign Installation	All Required		100.00
Overhead Sign Structure	All Required		13,890.00
Furnish 8" BP 36# Steel Piling	27 lin.ft.	5.00	135.00
Drive Steel Piles	2 only	65.00	130.00
Metal Sign Posts	All Required		121.00
Type "A" Signs in Place	468 sq.ft.	7.50	3,510.00
			$ 49,988.25
Flagging (57½% of Contractor's Cost)	All Required		1,500.00
Signing (Temporary)	All Required		250.00
Seeding and Mulching	All Required		150.00
Salvage and Replant Ivy	All Required		100.00
			$ 2,000.00

Subtotal	$ 51,980.25
10% Engr. & Cont.	5,198.75
Total	$ 57,187.00

Length of Project - - - - - - 0.000 Mile

Federal Funds -	$ 52,000.00
State Funds -	5,187.00
	$ 57,187.00

Oregon State Highway Department

Federal Aid
Project No. I-80N-1(20)6

102ND AVENUE EXIT RAMP (PORTLAND) ON THE

COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, December 19, 1961

Type Code 6201
Roadway (Sta. 352+78)

Clearing and Grubbing	All Required	$	$ 700.00
Drainage Excavation, Unclassified	180 cu.yds.	3.00	540.00
General Excavation, Unclassified	7,300 cu.yds.	1.50	10,950.00
Finishing Roadbed and Slopes	All Required		350.00
Rounding Cutbanks	900 lin.ft.	0.30	270.00
8-inch Sewer Pipe	840 lin.ft.	2.00	1,680.00
Concrete Manholes	3 only	250.00	750.00
Concrete Inlets, Type "D"	1 only	110.00	110.00
Concrete Inlets, Type "CB-1"	3 only	125.00	375.00
Concrete Curbs	30 cu.yds.	40.00	1,200.00
Guide Posts, W-1	2 only	6.75	13.50
Guide Posts, Y-2	15 only	7.25	108.75
Salvage and Reinstall Type 3 Fence	35 rods	10.00	350.00
Coarse Crushed Material in Base	640 cu.yds.	2.75	1,760.00
3/4" - 0 Material in Base	310 cu.yds.	3.00	930.00
Sprinkling	30 M-gal.	3.00	90.00
Preparation of Base	All Required		100.00
3/4" - 0 Material in Binder Course	30 cu.yds.	5.00	150.00
RC-800 Asphalt	5 tons	50.00	250.00
Class "B" Asphaltic Concrete	770 tons	7.50	5,775.00
Asphaltic Concrete Traffic Markers, Type "L"	450 lin.ft.	1.00	450.00
Roadway Illumination and Sign Power Installation	All Required		4,500.00
Removal of Existing Sign Installation	All Required		100.00
Overhead Sign Structure	All Required		13,890.00
Furnish 8" BP 36# Steel Piling	27 lin.ft.	5.00	135.00
Drive Steel Piles	2 only	65.00	130.00
Metal Sign Posts	All Required		121.00
Type "A" Signs in Place	468 sq.ft.	7.50	3,510.00
			$ 49,288.25
Flagging (5 7½% of Contractor's Cost)	All Required		1,500.00
Signing (Temporary)	All Required		250.00
Seeding and Mulching	All Required		150.00
Salvage and Replant Ivy	All Required		100.00
			$ 2,000.00

Subtotal		$ 51,288.25
10% Engr. & Cont.		5,128.75
Total		$ 56,417.00

Length of Project - - - - - - - 0.000 Mile

Federal Funds -	$ 51,000.00
State Funds -	5,417.00
	$ 56,417.00

RECEIVED
DEC 21 1962
FOR FILING

December 21, 1962

Federal Insurance Co.,
Bonding Department
417 Norton Building
Seattle 4, Washington

Gentlemen:

On December 18, 1962, you were notified of the release of final payment on contract #6026, awarded to Warren Northwest, Inc., for grading-paving-illumination-signing the 102nd Avenue Exit Ramp on Columbia River Highway in Multnomah County.

Final payment on this contract is $1,182.65 and the total contract amount is $39,333.35, including $299.63 for work performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Federal Insurance Co.,
Ward Cook-Rodgers Ins. Co. Inc.,
603 Panama Bldg.,
Portland 4, Oregon

cc: Warren Northwest, Inc.,
P. O. Box 5071
Portland 13, Oregon

cc: C. H. Malcom

RECEIVED
DEC 19 1962
FOR FILING

I 7.4-1(-)c
6026

December 18 1962

Federal Insurance Co.,
Bonding Department
417 Norton Bldg.,
Seattle 4, Washington

Gentlemen:

Contract #6026 awarded to Warren Northwest, Inc., for grading-paving-illumination-signing on the 102nd Avenue Exit Ramp of the Columbia River Highway in Multnomah County, was completed October 12, 1962 and was accepted by the Highway Commission on December 13, 1962.

Final payment will be released to the contractor as soon as payment processing can be completed, but in no event before December 26, 1962.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: Federal Insurance Co.,
Ward Cook-Rodgers Ins.Co.Inc.,
603 Panama Bldg.,
Portland 4, Oregon

cc: Warren Northwest, Inc.,
P. O. Box 5072
Portland 13, Oregon

cc: L. H. Young
C. H. Malson

RECEIVED
DEC 17 1962
FOR FILING
6026

December 17, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith are three corrected copies of Materials Report, Form PR-47, as prepared by our engineer on Contract No. 6026, 102nd Avenue Exit Ramp Section, in Multnomah County, Federal Project No. I-80N-1(20)6.

Please destroy the copies submitted November 21, 1962.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:lt
Encl.

RECEIVED
DEC 17 1962
FOR FILING
6026

December 14, 1962

Oregon State Highway Commission

Gentlemen:

Work was completed October 12 on Contract 6026. The contract was with Warren Northwest and was for grading, paving, illumination, and signing on the 102nd Avenue Exit Ramp Section of the Columbia River Highway in Multnomah County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective December 13, 1962, and that you concur in this procedure at the Commission meeting on December 20.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

G. S. Paxson
Acting State Highway Engineer

cc Floyd Query
G. S. Paxson
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison

RLP:ajw bbc

RECEIVED
DEC 5 1962
FOR FILING

December 4, 1962

Federal Insurance Co.
Bonding Department
417 Norton Bldg.
Seattle 4, Wash.

Gentlemen:

Semi-final payment on contract #6026 for grading, paving, signing, and illumination on the 102nd Ave. Exit Ramp of the Columbia River Highway in Multnomah County will be released to the contractor, Warren Northwest, Inc. after December 11, 1962.

This payment will be in the amount of $3,221.29 and reduces the retained percentage to $1,170.65.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HWY. COMMISSION

ml
cc:
Warren Northwest, Inc.
9860 Hancock Drive,
Portland 13, Oregon

Ward Cook-Rodgers Ins. Co., Inc.
603 Panama Bldg.
Portland, Oregon

C. H. Maison

NOTED ON CARD

RECEIVED
DEC 3 1962
FOR FILING
6026

FORM E-20X—20M—6-62 48908

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
November 26, 1962

SUBJECT: Warranty
Porcelain Enamel Signs

To: Frank D. Morgan
Construction Engineer
B U I L D I N G

Attention: G. L. Decker

The attached correspondence was delivered to D. R. Adams of this office on November 16, 1962, for review to determine the acceptability of the porcelain enamel warranty submitted for the 102nd Avenue Exit Ramp, Contract No. 6026.

The letter which constitutes a warranty of the California Metal Enameling Company was shown to Mr. Frank C. McKinney of the Legal Division. It was Mr. McKinney's opinion that the letter does constitute a warranty in that it indicates the Company's knowledge of the contract requirements and states that the Company will perform as the contract specifies.

To eliminate any further question as to the acceptability of warranties, the Legal Division is preparing a blanket warranty for porcelain enamel signs and for laminated panels. On future contracts this warranty form would be provided the contractor upon award of the contract. On those contracts currently in progress, the form could be given the contractors when it becomes available.

If this is agreeable with you, upon receipt of the blanket warranty form we will submit a list of affected contracts in progress with sufficient forms to have warranties executed on each contract.

Original Signed By
F. B. CRANDALL

F. B. Crandall
Traffic Engineer

DRA:mm
Attachment
cc: Tom Edwards
Ivan D. Merchant
I. A. DeFrance

NOTED
TOM EDWARDS

RECEIVED
NOV 29 1962
OFFICE OF
STATE HIGHWAY ENGINEER

Form E-1—(Rev.)–

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 23, 1962

Section 102nd Avenue Exit Ramp

Kind of work Grade, Pave, Sign, Illuminate

Highway Columbia River County Multnomah

Section prefix 626 - 1071

Contractor Warren Northwest Incorporated

Contract number 6026

Date of contract January 19, 1962

Specified work days 100

Date work started February 9, 1962

Work days used 98

Project authorization . . . . . $ 50,438.54
Exclusive of engineering . . . . $ 46,852.80

Per cent of time elapsed 98 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 38,362.17

Estimated per cent [redacted] underrun . . . . . 18.1 %

Per cent of contract completed, based on estimated cost . . . . . 100 %
Engineering authorization . . . . $ 3,586.74

Engineering cost to date $ 3,682.82, 102.7 %

Date project was completed October 12, 1962

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100	100	100	100	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

No work on this project - - - Project Complete. This will be the last weekly report.

NOTED
JOHN R. OAKES

CONSTRUCTION DIVISION
NOV 26 1962

cc: Bureau of Public Roads

Signed B.F. Lytle by Jan Rose
R.F. Lytle, Resident Engineer
Address 5821 NE Glisan Street, Portland 13, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.17	0.17			0.17
Miles partially completed					
Miles completed	0.17	0.17			0.17
Total estimated quantities (contract)	6600	950			770
Total quantities corrected to date	5633	460			395
Estimated quantities moved or placed to date	5633	460			395
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					
Men	NO WORK DURING WEEK				
Supervision					
Men and trucks under 3 tons					
Men and trucks over 3 tons					
Men and tractors					

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Compaction rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Rain		Project Complete
Tuesday	Rain		
Wednesday	Clearing		
Thursday	Clearing	Holiday	
Friday	Clearing		
Saturday			

RECEIVED
NOV 23 1962
FOR FILING
6026

Salem, Oregon
November 21,1962

Mr. F. D. Morgan
Construction Engineer

OFFICE

This is to advise you that work was completed on October 12, 1962, on Contract No. 6026, 102nd Avenue Exit Ramp Section, in Multnomah County.

We request that your office inspect the contract work and return a signed copy of this letter listing any exceptions below which would prevent acceptance of the project by the Highway Commission.

L. H. Young
Office Engineer

Construction Division
Office Endorsement

Date:_____

Conditions noted on above date:

Construction Engineer

DHP:mab

RECEIVED
OCT 25 1962
FOR Finals

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

October 18, 1962

Warren Northwest, Inc.
P. O. Box 5072
Portland 13, Oregon

Re: 102nd Avenue Exit Ramp
Columbia River Highway
Contract No. 6026

Gentlemen:

We have reviewed the Cost Analyst Department's analysis of your claim for extra cost of street work performed on the subject project, due to an approximate 50% reduction in rock and A.C. quantities, and are prepared to recommend to the Commission that this claim be settled in the amount of $938.83 as established by them.

If the settlement as set forth above is agreeable to you, please advise and we will institute the necessary papers and documents to handle the matter.

It should be reiterated here that the compromise settlement as outlined above is subject to Commission approval and that said settlement would cover any and all claims on this contract.

Very truly yours,

F. D. Morgan
Construction Engineer

By
F. B. Klaboe
Assistant Construction Engineer

NOTED
R. L PORTER

MNJ:bjh
cc: L. P. Shaw
L. I. Lindas
R. L. Porter

RECEIVED
OCT 19 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 17 1962
FOR FILING

October 16, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 College St., N.E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on October 12, 1962, on Contract No. 6286, 108th Avenue Sub Drop Section, in Multnomah County, in connection with Federal-aid Project No. I-405-1(20)4.

We request that your office inspect the contract work and return a signed copy of this letter listing any conditions below which would prevent your final acceptance of the project.

Very truly yours,

Farrank Gepper
State Highway Engineer

By

L. H. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Concurrence

Date_____

Conditions noted on above date:

A. W. Parsons
Division Engineer

DHPmsb
cc: H. S. Cox

RECEIVED
JUN 5 1962
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

I-PN-1(2)L
6026

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

June 1, 1962

Ms. M. Ranstad
Traffic Safety Supply Company
2324 S. E. Umatilla Street
Portland 2, Oregon

Dear Ms. Ranstad:

There are attached copies of the working drawings for the signing on the 102nd Avenue Exit Ramp-Columbia River Highway, Contract Number 6026. These working drawings have been approved as noted.

In the future, would you please submit the working drawings to the resident engineer, as required by the specifications, so that he will be aware of this conformance to the specifications. Also, it should be mentioned that in the future, dimensions given on this type drawing need only be measured to the nearest one-eighth inch.

Very truly yours,

Tom Edwards
Assistant State Highway Engineer

by

F. B. Crandall
Traffic Engineer

Attachment
DRA:mgm
bc: Tom Edwards
Lloyd Shaw
Edward Rief
R. F. Lytle

NOTED
TOM EDWARDS

RECEIVED
JUN 4 - 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 2 1962
FOR FILING 11-61 40230

I-5-N-(1)-E
6026

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 28, 1962

SUBJECT: Pux 453 - N.E.102nd Ave.Xing
Multnomah County
Union Pacific Railroad Co.

To: Mr. G. E. Paxson
Deputy State Highway Engineer
O f f i c e

Attached hereto is a copy of the Public Utility Commissioner's Order No. 38229 relative to the above titled matter. The order is in accordance with the Highway Commission's answer which disapproved over-crossing the Banfield Freeway.

J. N. HERSHBERGER
Staff Attorney

JNH:ks
attach.

3-1-62
We did not disapprove Xing of Freeway. only said we wanted to know what they were doing before giving approval.
JNH

RECEIVED
MAR 1 1962
OFFICE OF
STATE HIGHWAY ENGINEER

Order #38229

BEFORE THE PUBLIC UTILITY COMMISSIONER

OF OREGON

SXF 210

In the matter of the Application of Multnomah County for authority to cross over the tracks of the Oregon-Washington Railroad & Navigation Company and its Lessee, the Union Pacific Railroad Company, on N. E. 102nd Avenue, County Road No. 3128, Multnomah County, Oregon, in Section 27, T. 1 N., R. 2 E., W.M.	)	ORDER

The above entitled matter was duly heard on January 19, 1962, at Portland, Oregon, before A. E. Nowack, Examiner for the Commissioner. The following appearances are of record herein:

For Petitioner:

Robert M. Christ, Deputy District Attorney,
Portland, Oregon
In behalf of Multnomah County

For Respondents:

Glen V. Sorensen, Staff Attorney
Salem, Oregon
In behalf of Oregon State Highway Commissioner

John A. Reuling, Jr., Attorney
Portland, Oregon
In Behalf of Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company

For Commissioner:

C. E. Jaqua, Utility Engineer
Salem, Oregon

On November 6, 1961, the above named Petitioner filed with the Commissioner, pursuant to the provisions of ORS 763.080 and ORS 763.040, a Petition for permission to construct a highway above grade of the tracks and right of way of the Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company, Lessee, hereinafter referred to as Respondent, on N. E. 102nd Avenue, County Road No. 3128, in Multnomah County, Oregon.

Attached to and made a part of the Petition is a plan and elevation drawing, clearance diagram, and a vicinity map.

The Petition also sets forth the proposed manner in which the construction and maintenance of the overcrossing will be handled and the costs thereof borne.

Notice of the Petition and copies thereof were duly served upon Respondent and the Oregon State Highway Commission.

On November 28, 1961, the Oregon State Highway Commission filed its Answer.

On December 15, 1961, Respondent filed its Answer.

The matter was thereafter set down for hearing and notice thereof duly served upon the parties of record. At the hearing, Petitioner submitted into the record, revised as of November 22, 1961, plan and elevation drawing, clearance diagram and vicinity map containing minor changes to show correct vertical clearance over the tracks and stationing on vicinity map.

Evidence was adduced on behalf of Petitioner and Respondent, the hearing was completed and the matter submitted for determination. Based upon said evidence and record it is found that:

Petitioner proposes the construction of N. E. 102nd Avenue (County Road No. 3128) in the vicinity of N. E. Fremont Street, on the east side and parallel to the existing adjacent overcrossing structure designated in the Commissioner's Catalogue of Crossings of the State of Oregon as 2A-7.2A, of a grade separation, and, as a part thereof, it will be necessary to construct an overcrossing above grade of the tracks of Respondent, in the N. W. ¼ of the N. W. ¼ of Section 27, in Township 1 N., of Range 2 E., W. M., in Multnomah County, Oregon. Because of the volume and high speed of the traffic on the presently existing overcrossing at the instant site, it is more economical to provide an additional adjacent overcrossing of the track of Respondent than to widen the existing structure. Vehicular traffic will thereafter move in different directions on the two overcrossing structures. The center line of Banfield Freeway is approximately 117 feet from the center line of Respondent's track measured along the center line of the proposed structure.

The track lies in a general northeast-southwest direction. The proposed overcrossing will lie in a general north-south direction. The presently existing overcrossing will provide for two lanes of southbound traffic and the proposed overcrossing will be adjacent thereto and traffic will be separated by nine-inch curbs on each structure connected by a steel grating four feet in width. The proposed, as well as the existing structure, will have pedestrian walkways and protective hand rails outside of the traffic lanes.

The center lines of the overcrossing that will carry the northbound traffic and the track beneath will intersect at an angle of 41° 15' in the southwest quadrant at a common point designated as Highway Survey Station 99+06.21 and Railroad Survey Station 385+14.57. The structure which spans the track area will be supported by several rolled steel beams, and the complete structure, of several spans of various lengths, will be 649.46 feet in length along the center line. Its concrete deck and the roadway will be equipped on its east side with a reinforced concrete handrail and a four-foot wide sidewalk. It will be aligned on a 600-foot vertical curve, on a descending grade of 1% from the south, and an ascending grade of 7% from the north.

Rail traffic beneath the proposed structure will consist of 12 train movements daily. The estimated average daily volume of vehicular traffic which will use the present and proposed overcrossings is 11,000 vehicles. The proposed structure will permit a division of train and vehicular traffic by separation of the grade of the highway and the railroad and will be suitable and proper for the safety, convenience and general welfare of the public and is in the public interest.

The minimum horizontal clearance between center of track and face of pier or column will be 12.5 feet. A distance of 23 feet between top of rail and underside of overhead girder will afford adequate vertical clearance. The horizontal and vertical clearances provided are in excess of the minimum prescribed by PUC Order No. 33700. Falsework during construction will not impair vertical clearance. During the course of construction of the proposed overcrossing vehicular traffic will continue to use the existing two-lane overcrossing.

Petitioner proposes all costs of construction and maintenance of the proposed overcrossing be borne by it.

Respondent will:

(a) Subject to reimbursement by Petitioner, furnish such engineering inspection, watchman and flagman services as may be necessary to protect railroad operations during construction of the project and remove, rearrange, relocate and replace in permanent locations existing signal and communication lines.

(b) subject to reimbursement by Petitioner, install a 50-foot inner guard rail extension easterly of the present structure.

(c) At its own cost and expense after completion of the structure, maintain its track and roadbed and their facilities and appurtenances.

No objections to these proposals were made and they are approved. The Oregon State Highway Commission in its Answer conceded it had no objection to the issuance of any just and proper order with respect to the instant crossing over Respondent's track. It did, however, expressly allege in its Answer that it did not give consent to the overcrossing of N. E. 102nd Avenue (County Road No. 3128) and Banfield Freeway, State Primary Highway No. 2. No Petition for approval of the crossing of N. E. 102nd Avenue (County Road No. 3128) and Banfield Freeway, State Primary Highway No. 2, is before the Commissioner, whose jurisdiction to grant or deny permission to construct a crossing is limited under ORS Chapter 763 to sites where a highway is to cross the track of any railroad, and under ORS 374.205 and ORS 374.270, inclusive, to sites where a private road is to cross any established state or public highway. The site where the proposed structure will cross N. E. 102nd Avenue (County Road No. 3128) and Banfield Freeway, State Primary Highway No. 2, is not affected, approved or disapproved by this order. The proposals with respect to the crossing of N. E. 102nd Avenue (County Road No. 3128) and Respondent's track are approved. The provisions in those proposals relating to division of costs and expenses involved are just and reasonable under the circumstances.

From the foregoing it is concluded that the proposed overcrossing is necessary and is required in the interest of public safety, convenience and general welfare. Permission for the construction thereof should be granted upon the terms and conditions hereinafter set forth; it is therefore

ORDERED that the permission requested in the Petition of Multnomah County, by and through its Board of County Commissioners, for the construction of a highway above grade of the track of Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company, Lessee, on N. E. 102nd Avenue (County Road No. 3128), Multnomah County, Oregon, in Section 27, Township 1 North, Range 2 East, W.M., be and the same is hereby granted, subject to the following terms and conditions:

(1) The construction shall be done in a good and workmanlike manner in accordance with accepted engineering practices and in conformity as to location, grade, elevation and general design, with Multnomah County Drawing, diagram and vicinity map revised November 22, 1961, or such other revisions thereof as may be mutually agreed upon by Petitioner and Respondent.

(2) Construction and maintenance of the overcrossing and railroad track shall otherwise be done and the costs thereof borne in accordance with the findings of the Commissioner hereinabove made.

and it is further

ORDERED that No. 2A-7.2-A shall be assigned to the subject overcrossing in the Commissioner's Catalogue of Crossings in the State of Oregon; and it is further

ORDERED that the within order shall be effective on the date of the execution hereof.

Made and entered this 19th day of February, 1962.

Jonell R Hill
Public Utility Commissioner

(SEAL)

FOR FILE
I-80N-1(66)6
6026

February 19, 1962

Oregon State Highway Commission

Gentlemen:

Effective 1:00 p.m., February 14, 1962, permission was granted for the establishment of a 35-mile-per-hour construction speed zone on the Mitchell Avenue unit near portion of the Columbia River Highway.

Your approval is requested for the establishment of this construction speed zone covering the continental lanes only between Sta. 6+98 and Sta. 7+15. The construction will not affect the westbound lanes.

This matter will be on the agenda for your consideration at the March 2 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc C. S. Pearson
Tom Edwards
F. E. Cranmill

VPJ:pk fn

RECEIVED
FEB 16 1962
FOR FILES

FORM S-102-X, 7M, 1-60

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

6026

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 15, 1962

Mr. Lee Bown, Deputy Sup't.
Department of State Police
107 Public Service Bldg.
Salem, Oregon

Dear Mr. Bown:

Effective 1:00 P.M., February 14, 1962, permission was granted for the establishment of a 35 MPH construction speed zone on the 102nd Avenue exit ramp section of the Columbia River Highway for eastbound lanes only between M.P. 6.98 and M.P. 7.15.

Very truly yours,

Tom Edwards
Assistant State Highway Engineer

By Original Signed by
F. B. CRANDALL

F. B. Crandall
Traffic Engineer

pk
bc: Tom Edwards

NOTED
TOM EDWARDS

RECEIVED
FEB 16 1962
OFFICE
STATE HIGHWAY ENGINEER

RECEIVED
FEB 15 1962
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

6026

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

February 15, 1962

Federal Insurance Co.,
Bonding Department
417 Norton Bldg.,
Seattle 4, Washington

Gentlemen:

Enclosed is a copy of a contract awarded by the State Highway Commission, the details of which are given below.

We are sending you this copy for your files as you appear as surety on the performance bond furnished by the contractor.

Contract #6026, awarded January 19, 1962, to Warren Northwest, Inc., for grading-paving-illumination-signing the 102nd Ave. Exit Ramp on the Columbia River Highway in Multnomah County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

cc: Federal Insurance Co.,
Ward Cook-Rodgers Ins. Co. Inc.,
603 Panama Bldg.,
Portland, Oregon

(Copy of contract sent to Agent.)

RECEIVED
FEB 15 1962

FOR FILING

M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

6026

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

February 15, 1962

Warren Northwest, Inc.,
P. O. Box 5072
Portland 13
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #6026, awarded January 19, 1962, for grading-paving-illumination-signing on the 102nd Avenue Exit Ramp of the Columbia River Highway in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
FEB 15 1962
FOR FILING
6026

February 14, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

This is to advise you that work was started on February 9, 1962, on Contract No. 6026, 102nd Avenue Exit Ramp Section, in Multnomah County, in connection with Federal Aid Project No. I-80N-1(20)8.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mmb

RECEIVED
JAN 31 1962
FOR FILING
6126

January 30, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the 102nd Avenue Exit Ramp Section of the Columbia River Highway in Multnomah County, Contract No. 6026, in connection with Federal Aid Project No. I-80N-1(20)6.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:jb
Enc.

RECEIVED
JAN 31 19
FOR FILING

I-5N-6026

6026

WARD COOK-RODGERS INSURANCE CO., INC.

534 S. W. 3RD AVENUE • PORTLAND 4, OREGON

TELEPHONE: CA 2-4211 OR CA 8-8496

January 30, 1962

file

State of Oregon
Highway Department
Salem 10, Oregon

RE: Warren Northwest, Inc.
Contract No. 6026

Gentlemen:

We enclose herewith duplicate copies of the Contract and Bond for the above captioned, which have been properly completed and signed.

We trust you will find these to be in order, however if you should have any questions, please don't hesitate to advise.

If possible, we would appreciate a copy of the bond for our files as Surety.

Yours very truly,

WARD COOK-RODGERS INSURANCE CO., INC.

J. O. Anderson

J. O. Anderson

pb
Enc.

dc

RECEIVED
JAN 31 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 26 1962
FOR FILING

COMMISSIONERS
M. K. MOWER, CHAIRMAN
Portland
KENNETH N. FRIDLEY, MEMBER
Wasco
GLENN L. JACKSON, MEMBER
Medford
FLOYD QUERY, SECRETARY
Salem

I-5-N-1(2)c
6026

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

January 25, 1962

Warren Northwest, Inc.,
P. O. Box 5072
Portland 13
Oregon

Gentlemen:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission, as follows:

Contract #6026, awarded January 19, 1962, for grading-paving-illumination-signing on the 102nd Avenue Exit Ramp on the Columbia River Highway in Multnomah County.

Please execute two of these copies as to contract and bond, and return both copies to this office for execution by the Highway Commission. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT SO IT WILL NOT BE NECESSARY TO RETURN THE FORMS TO YOU FOR CORRECTION.

The third copy of the contract, on the cover of which is stamped "ADVANCE COPY to be Retained by Contractor," is furnished for your information pending receipt of a copy containing the signatures of the State Highway Commission.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
JAN 24 1962
FOR FILING
I-80N-1(20)6
6026

477 Cottage Street, N.E.
Salem, Oregon

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

January 19, 1962

File

C. G. Polk, Division Engineer
08-35.1 Salem, Oregon

Oregon Project I-80N-1(20)6

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 6026 for Oregon Project I-80N-1(20)6, 102nd Ave. Exit Ramp, Columbia River Highway East of Portland, to Warren Northwest, Inc. of Portland, Oregon, low bidder in the amount of $42,834.26 at the January 17, 1962 bid opening.

Original to Young 1-23-62

RECEIVED
JAN 22 1962

FOR FILING

M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

6026

FORREST COOPER
STATE HIGHWAY ENGINEER

B. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

January 19, 1962

Warren Northwest, Inc.
P. O. Box 5072
Portland 17, Oregon

Gentlemen:

The State Highway Commission on January 19, 1962 awarded to you State Highway Contract No. 6026 for the following project:

Grading, paving, illumination and signing on the 122nd Avenue Exit Ramp Section of the Columbia River (Eastbound) Highway in Multnomah County.

This award was based on your bid of $42,814.16 which was the low bid submitted to the Commission on January 17, 1962 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

bl

cc: Frank E Ryan
L. H. Young
R. G. Savage
I. D. Merchant

RECEIVED
DEC 29 1961
FOR FILE

FORM CO-122
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

I-80N-1(20)6

TO :Mr. Forrest Cooper, State Highway Engineer
6026 Salem, Oregon

DATE: December 26, 1961

Clifford

FROM :C. G. Polk, Division Engineer
08-35.4-DA Salem, Oregon

SUBJECT:Oregon Project I-80N-1(20)6

We have today approved the P. S. and E. documents for Oregon Project I-80N-1(20)6, 102nd Avenue Exit Ramp, grading, paving, illumination, and signing.

This is to authorize your advertising for bids.

This approval does not necessarily commit this office to the approval of State Force account items indicated on the engineer's estimate.

cc Young

RECEIVED
[illegible]

NOTED
C. L. FORTIER

RECEIVED
DEC 22 1961
FOR FILES

file

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 12, 1961

SUBJECT: 102nd Avenue Overpass
Banfield Freeway

To:
Mr. R. L. Porter
Asst. State Highway Engineer
BUILDING

In compliance with Mr. Cooper's request of October 20, 1961 on the above subject, I am attaching a copy of our estimate of cost for 132nd Avenue Undercrossing of the B anfield Freeway. The estimated cost is $115,000 and includes the structure and all costs from right of way line to right of way line including the necessary detours while constructing the underpass.

In our agreement with Multnomah County on closing 132nd Avenue, we have agreed to construct an underpass at 132nd if this street is ever opened by the County.

It is very doubtful, due to the development in the area, that we would ever be called upon to construct the underpass at 132nd Avenue. However, I would recommend that when funds are available, we cooperate with the County to the extent that the cost of 132nd Avenue Undercrossing be applied to the four laning of 102nd Avenue.

Frank Morgan
Construction Engineer

By D. J. Barbee

D. J. Barbee
Asst. Construction Engineer

DJB:jd

Attachment

RECEIVED
DEC 12 1961
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

OREGON STATE HIGHWAY DEPARTMENT
QUANTITY SUMMARY & COST ESTIMATE

Project 223rd Ave. - Fairview Unit 132nd Ave. Undercrossing
Highway Tri. Bar Fld. County Multnomah Profile
Length Mile Designer Draftsman Date 12/27/

SUMMARY

Grading & Drainage		15,317
Surfacing		8,171
Extra Work:		
Flagging (State Share)	$ 1000.00	
Signing	1000.00	
Illumination	1000.00	
Seeding		
Mulching		
Delineation	125.00	
Portable Barricade Lights	7700.00	
Salvage Barricades	2100.00	
Subtotal Extra Work		12,925
TOTAL		36,413
20% Engineering & Contingencies		7283
Structures:		
132nd Ave Undercrossing	$ 71,000	
Subtotal Structures		71,000
Right of Way		
GRAND TOTAL		$ 114,696

OREGON STATE HIGHWAY DEPARTMENT
QUANTITY SUMMARY & COST ESTIMATE

Section 92nd Ave. - Fairview Unit 132nd Ave. Undercrossing
Highway T.H. Banfield County Multnomah Prefix
Length Mile Designer Draftsmen Date Dec. 5, 1961

CONTRACT ITEMS

Item	Unit	Net	10% Allow	Gross	Price	Amount
~~Clearing & Grubbing~~	~~All~~					
Drainage Exc., Uncl.	Cu.Yd.	58	6	64	3.00	192
Channel Exc., Uncl.	Cu.Yd.	900	80	980	1.00	980
132nd Ave. Exc.	Cu.Yd.	5889	589	6478	1.05	6802
Remove Detours & Restore to Original Contour	Lump Sum					6000
~~Borrow Exc., Uncl.~~	~~Cu.Yd.~~					
Conc. Curbs	Cu.Yd.	9	1	10	45.00	450
~~Embankment in Place~~	~~Cu.Yd.~~					
12" C.M.P.	Lin.Ft.	164	16	180	3.75	675
Extra for Pipe under Paint	Lin.Ft.	96	10	106	3.00	318
~~Short Overhaul~~	~~Yd.Sta.~~					
~~Long Overhaul~~	~~C.Yd.Sta.~~					
~~Truck Haul~~	~~Yd.Mi.~~					
Finish Roadbed & Slopes	Mile					
Rounding Cutbanks	Lin.Ft.					

Page Total 15,317-

OREGON STATE HIGHWAY DEPARTMENT
QUANTITY SUMMARY & COST ESTIMATE

Section 22nd Ave Unit 22nd Ave Undercrossing
Highway [illegible] County Prefix
Length Mile Designer Draftsman Date Dec 5 1961

SURFACING ITEMS Sheet ___ of ___ Sheets

Item	Unit	Net	10% Allow	Gross	Price	Amount
Coarse Crushed Mat'l. in Base	Ton	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
3/4"-0 Mat'l. in Base & Shldr's.	Ton [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
~~Preparation of Base~~	Mile					
Sprinkling	M-Gal	[illegible]	[illegible]	[illegible]	3 50	[illegible]
~~RC-3 Asph. in Binder~~	Ton					
~~Aggregate in Binder~~	Cu. Yd.					
Asph. Conc. Mixture	Ton	[illegible]	[illegible]	[illegible]	7 25	3199
~~85-100 Asph. in Mixture~~	Ton					
~~Re-1 Emuls. Asph. in Tank~~	Ton					
~~120-150 200-300 Asph. in Oil Mat~~	Ton					
~~RS-1 Emuls. Asph. in Oil Mat~~	Ton					
~~Furnish & Place Agg. in Oil Mat~~	Cu. Yd.					
~~Metal Guard Rail~~	Lin Ft.					
~~Metal Median Barrier~~	Lin Ft.					
Guide Posts, Type W-1	Each	20	2	22	6 50	143
Salvage & Reset [illegible]	Each	80	8	88	2 00	176

Page Total 8171

RECEIVED
DEC 5 1961
FORM B-80 REV. 9-61 84997
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

November 22, 1961
Salem, Oregon

SUBJECT: 102nd Avenue Overpass
Banfield Freeway

To:
Mr. Forrest Cooper
Deputy State Highway Engineer
BUILDING

In compliance with your request of October 20, 1961 on the above subject, we started a cost estimate on this matter but when we contacted the Bridge Department for structural cost, we found that Mr. Paxson had assigned this same subject to them.

In an effort to reduce duplication, we requested the Bridge Department to give us a copy of their estimate as soon as completed so that we could make our recommendation to you.

Since the Bridge Department has not completed their investigation, and having received your second letter on this matter, I am having a cost estimate made and will have a recommendation for you within a few days.

Tom Edwards
Construction Engineer

By D. J. Barbee

D. J. Barbee
Asst. Construction Engineer

DJB:jd

RECEIVED
NOV 24 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 24 1961
COMMISSIONERS
FOR FILING
M. K. MOWER, CHAIRMAN
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

November 22, 1961

Mr. Jonel C. Hill
Public Utility Commissioner
Public Service Building
Salem, Oregon

Re: Pux 453 - N.E.102nd Ave. Xing
Multnomah County
Union Pacific Railroad Co.
Your Docket SXF-210

Dear Sir:

In compliance with your request dated November 9, 1961, enclosed are five copies of the State Highway Commission's answer relative to the above-titled matter.

Yours very truly,

L. I. LINDAS
Chief Counsel

By
GLEN V. SORENSEN
Staff Attorney

GVS:ks
enc. 5

cc: O. S. Paxson
Tom Edwards
A. E. Johnson

RECEIVED
DEC 1961
OFFICE OF
STATE HIGHWAY ENGINEER

Pux 453

BEFORE THE PUBLIC UTILITY COMMISSIONER OF OREGON

In the Matter of the Application of Multnomah County for authority to cross over the tracks of the Oregon-Washington Railroad & Navigation Company and its Lessee, the Union Pacific Railroad Company, on N. E. 102ND AVENUE, County Road No. 3128, Multnomah County, Oregon, in Section 27, Township 1 North, Range 2 East, W.M.	No. SXF-210 ANSWER OF OREGON STATE HIGHWAY COMMISSION

Comes now the State of Oregon, by and through its State Highway Commission, Respondent, and for its answer to the application in the above entitled cause and matter respectfully represents:

I

That the proposed crossing is not on any public way under the jurisdiction of the State Highway Commission and no objection is made to the issuance of such order or orders as may be just and proper; provided, however, this Respondent by this answer does not give consent to the overcrossing of the Banfield Freeway, State Primary Highway No. 2.

Dated at Salem, Oregon, this 22nd day of November, 1961.

STATE OF OREGON, by and through its
State Highway Commission

L. I. LINDAS

Assistant Attorney General and Chief
Counsel for the State Highway Commission

By _____
GLEN V. SORENSEN - Staff Attorney

STATE OF OREGON)
) ss
County of Marion)

I, G. S. Paxson, being first duly sworn, say that I am an Assistant State Highway Engineer for the Oregon State Highway Commission and that the foregoing answer is true as I verily believe.

_____
G. S. PAXSON

Subscribed and sworn to before me this _____ of November, 1961.

_____
GLEN V. SORENSEN
Notary Public for Oregon
My Commission Expires Oct.15,1962

I certify that the above is a true and correct copy of the foregoing answer and the whole thereof.

_____
GLEN V. SORENSEN - Staff Attorney

Pux 453
Answer - page 2

RECEIVED
NOV 20 1961
FOR FILING

Salem, Oregon
November 17, 1961

SFX 210
PUX 453

Mr. Glen Sorenson

I return herewith the copy of the petition of Multnomah County for the additional overpass on 102nd Avenue in Portland. We have no objection to the overpass of the railroad as submitted in this petition.

I have also checked the arrangement of columns and clearances over the Banfield Freeway, and the work which they propose will not interfere with anything we have in mind at this point. While it probably would not come up at this hearing, we should not give blanket approval to the overcrossing of the Banfield Freeway until such time as we have the completed plans and can check the details of the work.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

RECEIVED
OCT 27 1961
FOR FILING

I-80N-1(20)4

6026

Salem, Oregon
October 20, 1961

102nd Avenue overpass
Banfield Freeway

Mr. Tom Edwards
Construction Engineer
O F F I C E

I am attaching a copy of a memorandum re a telephone conversation with Paul Northrop having to do with four laning the overpass at 102nd Avenue in lieu of constructing a county road separation near 132nd Avenue.

Will you please make an investigation of this matter and give me a report and recommendation.

Forrest Cooper
Deputy State Highway Engineer

FC:fn

Attach.

cc Mr. W. C. Williams

M240 TO FILES, 10/2/61

RE: Telephone Conversation with Paul Northrop this Date

Mr. Northrop stated during this conversation that at the time the Banfield Freeway was under construction, the State Highway Commission, in an agreement, promised to provide an underpass in the vicinity of 132nd Avenue if the county requested one. He wants to know if an additional two-lane overpass at 102nd Avenue could be substituted in its place.

The 92nd Avenue-Fairview Throughway agreement dated August 19, 1952, in paragraph 8 under THINGS TO BE DONE BY STATE provides that if at a future date it was necessary for the county to construct a county road at or near 132nd Avenue, the State would bear the cost of an underpass within the highway right-of-way. Mr. Baldock's letter of August 1, 1952, to the Highway Commission also mentions this arrangement.

V. R. Jones
County & City Relations Field Engineer

cc: G. S. Paxson

VRJ:mm

RECEIVED
OCT 3 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

October 16, 1961

Multnomah County
Department of Roads and Bridges
2115 S. E. Morrison
Portland, Oregon

Attention: Mr. Paul Northrop
County Engineer and
Roadmaster

Gentlemen:

Re: N.E. 102nd and Banfield Expressway
Bridge No. 2163B

Sheets 1 and 2 covering plan and elevation and clearances and typical sections for the widening of your 102nd Avenue Overcrossing of the OWRR & N Railroadnand the Banfield Expressway have been received with the request that we examine them as to general details.

The proposed plans have been examined and are satisfactory from the State's standpoint.

There will be some construction problems particularly as to construction of Pier 1 and Pier 2 which will have to be shored and cribbed to prevent encroachment into the traveled roadways. Horizontal clearances as indicated on the drawing and also vertical clearances are satisfactory.

As only one print each of the two drawings was received, we are retaining these copies for our files.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

IDM/mm

cc: Mr. G. S. Paxson

NOTED
G. S. PAXSON

RECEIVED
OCT 17 1961
STATE HIGHWAY ENGINEER

RECEIVED
OCT 23 1961
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 16, 1961

SUBJECT:

To:

Mr. A. E. Johnson
Division Engineer
Oregon State Highway Department
P. O. Box 4699, Sellwood Station
Portland 2, Oregon

The construction agreement between the Highway Department and Multnomah County for the Banfield Expressway requires the Highway Department, at its cost, to construct an undercrossing of the Banfield Expressway at 132nd Avenue upon request by the County. The State's cost participation to be limited to the construction within highway right-of-way lines.

Multnomah County now has a project for widening the 102nd Avenue Overcrossing of the Banfield from two to four lanes, and have indicated that they would like to apply any credit in funds from 132nd Avenue to 102nd Avenue.

We have been requested to prepare an estimate of the construction within right-of-way lines of an undercrossing of the Banfield at 132nd Avenue.

I am enclosing two prints of Sheet No. 8 of the Federal-aid sheets for the 92nd Avenue-Fairview Section on which we have sketched a proposed structure. The structure would be a concrete rigid frame 30' wide and two-5' sidewalks, and the eastbound and westbound structures connected by retaining walls in the present median area. If this structure were to be built it would be a problem to keep traffic moving on the Baldock, and I ask that you study this project and give us your estimate of cost for providing detours during the construction period. It would be my thought that a paved detour adjacent to the south right-of-way line would be constructed for eastbound traffic, and that the individual structures for eastbound and westbound traffic would be completed in stage construction. This would require some shoring and cribbing between the detour and the permanent eastbound structure and also between the eastbound and westbound structure.

Please use one of the enclosed prints with your ideas for a detour and an estimate of a detour as well as other costs for handling traffic.

NOTED
G. S. PAXSON

IDM/mm
Enclosure

Ivan D. Merchant
Bridge Engineer

cc: Mr. G. S. Paxson
Mr. Tom Edwards

RECEIVED
OCT 1961
STATE HIGHWAY ENGINEER

RECEIVED
OCT 3 1961
FOR FILING

Salem, Oregon
October 3, 1961

Multnomah County Road
102nd Avenue

Mr. H. S. Cox

Reference is made to Mr. Jones' memorandum to the files dated October 2, 1961 advising of Mr. Northrop's request for consideration of trading the State's obligation at 132nd Avenue and the Banfield Freeway for participation in the construction of a second overcrossing of the Banfield Freeway and the Union Pacific railroad at 102nd Avenue. I have asked Mr. Merchant to prepare estimates of the State's costs in connection with each of these projects. We are, under the 1952 agreement, obligated at 132nd Avenue, and I see no reason why we should not negotiate with the County for the exchange provided our costs will not be increased over those already incurred.

At the time the 1952 agreement was entered into, there was no intention that 132nd Avenue would be 4 lanes, so I am asking that the estimates for 132nd Avenue be prepared on a 2-lane basis under the Banfield but with a 4-lane roadway carrying the Banfield over the county road and in other respects conforming to all interstate standards.

G. S. Paxson
Assistant State Highway Engineer

[redacted]Pxso

cc to: Mr. Ivan Merchant
Mr. Tom Edwards
Mr. A. E. Johnson

MEMO TO FILES, 10/2/61

RE: Telephone Conversation with Paul Northrop this Date

Mr. Northrop stated during this conversation that at the time the Banfield Freeway was under construction, the State Highway Commission, in an agreement, promised to provide an underpass in the vicinity of 132nd Avenue if the county requested one. He wants to know if an additional two-lane overpass at 102nd Avenue could be substituted in its place.

The 92nd Avenue-Fairview Throughway agreement dated August 19, 1952, in paragraph 8 under THINGS TO BE DONE BY STATE provides that if at a future date it was necessary for the county to construct a county road at or near 132nd Avenue, the State would bear the cost of an underpass within the highway right-of-way. Mr. Baldock's letter of August 1, 1952, to the Highway Commission also mentions this arrangement.

V. R. Jones
County & City Relations Field Engineer

cc: G. S. Paxson

VRJ:mm

RECEIVED
APR 27 1961
FOR FILING

I-80N-1(20)4

4/21-61

LOCATION PROSPECTUS
102ND AVENUE OFF-RAMP
T. H. BANFIELD FREEWAY
MULTNOMAH COUNTY

The following prospectus is submitted concerning the above-mentioned section of the Columbia River Highway, which is a State Primary Highway on the Federal Aid Interstate System. The easterly terminus is at Station 352+00, M.P. 6.47, the overcrossing structure at 102nd Avenue. The total overall length of the project is 1,000 feet. The westerly terminus is at Station 342+00.

This will be a location survey to prepare plans, specifications, and estimates for the construction of an off-ramp for eastbound traffic on the Banfield Freeway. The proposed ramp is a widening and lengthening of the existing facility. The project is approximately 1.34 miles east of the east city limits of Portland.

Soils investigations will be conducted. There are no special drainage problems. An economic analysis is not needed at this time.

On the Banfield Freeway the existing 1959 ADT is 10,500. The projected 1975 ADT is 32,500 - 15,800 westbound and 16,700 eastbound. The 102nd Avenue Ramp is expected to reduce the eastbound ADT by 3,500.

The deceleration lane typical section will have a 16-foot travel way with a 10-foot median on the left and a concrete curb on the right. The natural topography requires a 660-foot long retaining wall on the right with a maximum height of 15 feet. There will be a variable curb-to-wall shy distance of 1½ to 6 feet.

The maximum curvature will be 10 degrees and the gradient will be the same as the existing Banfield Freeway.

This is an off-ramp from the T. H. Banfield Freeway with no direct access.

The tentative base design for intial construction is:

Paving	3½"
Top Course, Base	2 "
Bottom Course, Base	12½"
Total Depth	18 "

(Base design subject to change upon completion of soils investigation.)

Materials are available from local commercial or State sources.

Agreements with the City of Portland will not be necessary.

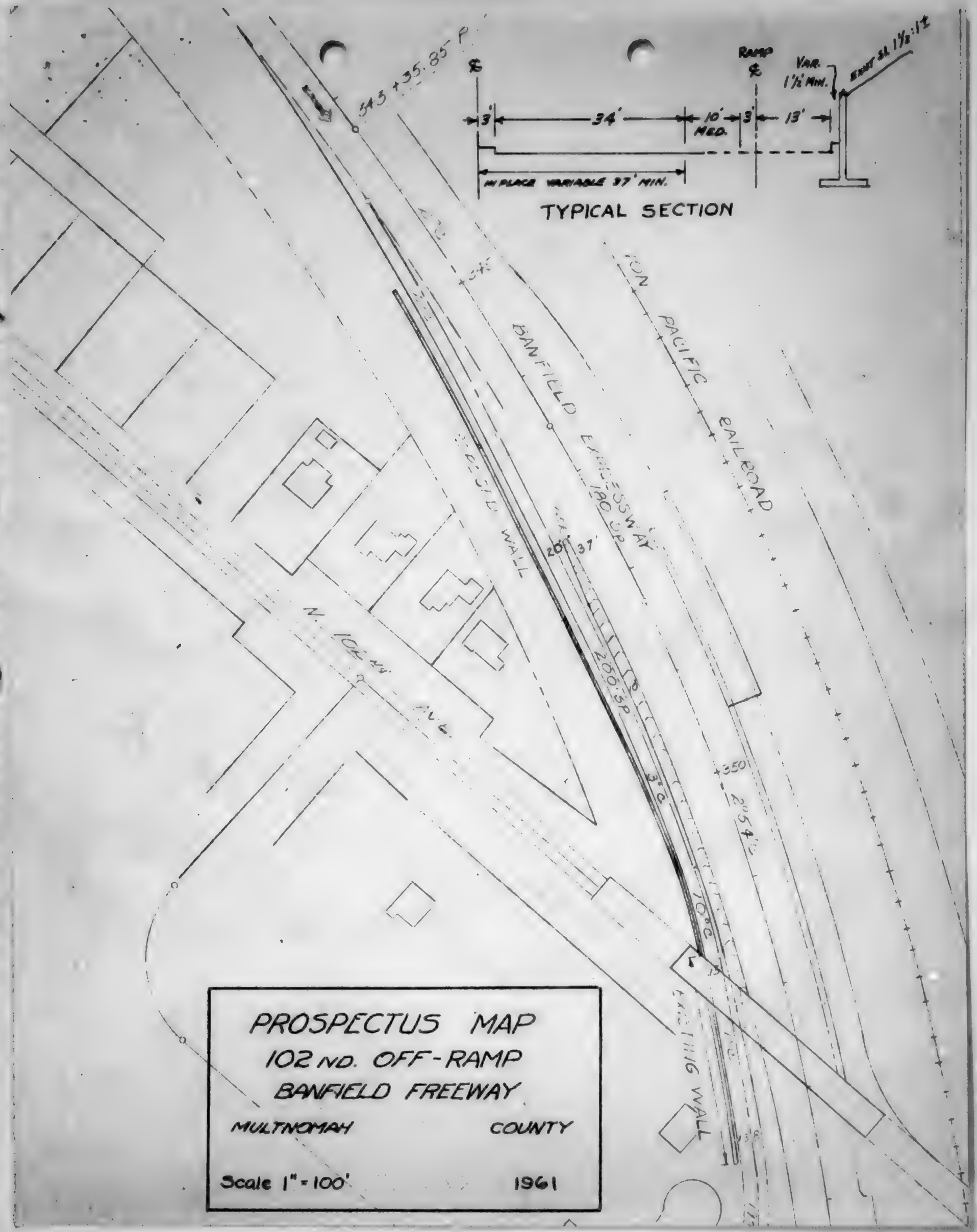
There will be agreements with utility companies; however, their names are not known at this time.

April 21, 1961

Attach.

cc W. C. Williams
Forrest Cooper
G. S. Paxson (2)
Victor D. Wolfe
Tom Edwards
A. E. Johnson (3)
Mark Astrup
G. K. Attig
D. J. Barbee
R. C. Blensly
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall (2)
Val P. Johnson
Ivan D. Merchant (3)
J. W. Nash
C. G. Polk
R. L. Porter
Fred Sugnet
C. G. Swenson
Walter T. Wright (2)

RECEIVED
APR 27 1961
OFFICE OF
STATE HIGHWAY ENGINEER


℄
RAMP ℄
VAR. 1½' MIN.
EXIST SL 1½:1
3'
34'
10' MED.
3'
13'
IN PLACE VARIABLE 37' MIN.
TYPICAL SECTION
343+35.85 P.
BANFIELD EXPRESSWAY
I-80 S.B.
UNION PACIFIC RAILROAD
RETAINING WALL
N. 10Ø AVE.
P.L.
20° 37'
200.3P
3°0
+350
2°54'
70°0
EXISTING WALL
PROSPECTUS MAP
102 ND. OFF-RAMP
BANFIELD FREEWAY
MULTNOMAH COUNTY
Scale 1" = 100'
1961

RECEIVED
FEB 9 1961
FOR FILING

I-N-1(2)
A134

February 9, 1961

Mr. C. O. Polk, Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Mr. Polk:

As requested in your letter of February 3, regarding the 102nd Avenue Off-ramp on the Banfield Freeway, I am enclosing an estimate of cost for the proposed improvement. This design uses a retaining wall to eliminate the need of more costly right-of-way takings.

In view of this, we request your approval.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

enc.

cc W. C. Williams
Tom Edwards

DNS:jp ms

OREGON STATE HIGHWAY DEPARTMENT

TABULATION SHEE

SHEET ... OF ... SHEET

Interchange

Quantities

A.C.

Leveling:

Base:

Select:

Item	Unit	Quantity	+ Allow	Unit Cost	Amou
General Excavation	Cu. Yd.			.15	5175
Embankment in Place	Cu. Yd.			.50	60
Drainage Excavation	Cu. Yd.				
Concrete in ~~Box Culverts~~ Bridge Ends Ext.	Cu. Yd.			40.00	1160
~~Metal Reinf. in Box Culverts~~	Lbs.				25000
~~CM Corrugated Pipe~~ Culv. Removal	Lin. Ft.			50	54
~~Coarse~~ Mat'l in Base Selected Subgrade	Ton Cu yds		.4	2.50	955
3/4"-0 in Base & Shoulders Rock Leveling	Ton Cu yds			3.00	375
Sprinkling	M-Gal.			2.00	36
Asphalt in Binder	Ton	3	3	42.00	126
Aggregate in Binder	Ton	15	25	3.75	114
Asphaltic Concrete in Mix	Ton	282	311	3.70	1150
85-100 in Mix	Ton		19	37.00	700
Penetration Asphalt	Ton				
Emulsified Asphalt	Ton				
Aggregate in Oil Mat	Ton				
Guard Rail	Lin. Ft.				
Median Barrier	Lin. Ft.				
A. C. Traffic Markers	Lin. Ft.	625	690	1.00	690
Sight Posts	Each				
Signs			Total		35495
			E. & C. 20%		7105
					42600

RECEIVED
FEB 9 1961
FOR FILING

UNITED STATES GOVERNMENT

Memorandum

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
408 State Highway Building
Salem, Oregon

TO : Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

DATE: February 3, 1961

FROM : C. G. Polk, Division Engineer
08-35.2-DA Salem, Oregon

By: M. E. Martin
Acting Division Engineer

SUBJECT: Oregon Project I-80N-1(--)0, 102nd Ave. Off-Ramp, Banfield Freeway

Your letter of January 30, 1961 requested our approval of a proposed revision to the 102nd Avenue Off-ramp. Our current instructions concerning the approval of work on previously improved sections of the Interstate System provide that the approval of such work should not be given until it is clearly demonstrated that the safety, utility and capacity of the facility are seriously impaired by the deficiency; that the feasibility of the work is established; and it is determined that the work is construction, not maintenance.

We believe that the safety of this Interstate facility is impaired to the point where the situation is intolerable, and completely in opposition to the specific argument in support of the freeway type of highway improvement that they are safer than ordinary highways. The fatality record here indicates that special action is needed without delay to correct a fundamental design deficiency.

We will approve the proposed revision to this ramp, however, before this action is taken we would like to have an estimate of cost of the improvement.

NOTED
FORREST COOPER

RECEIVED
FEB 6 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FORM E-30X 50M 7-59 32128
1960
FOR FILING

I-5-W-1(.1)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 23, 1960

SUBJECT: 102nd Avenue eastbound off ramp

To: Mr. Tom Edwards
Construction Engineer
O F F I C E

Will you please make a study of the 102nd Avenue eastbound off ramp to see what pattern should ultimately be developed that would meet interstate standards and give me a layout sheet and cost estimate. This is not a hurry-up project.

Forrest Cooper
Deputy State Highway Engineer

FC:fn

cc Mr. W. C. Williams
Mr. G. S. Paxson
Mr. F. B. Crandall

INVITED

RECEIVED
OCT
FOR FILING
I-5(N-1)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 27, 1960

SUBJECT: Revision of 102nd Avenue Off-Ramp
Banfield Freeway

To: G. S. Paxson
Assistant State Highway Engineer
BUILDING

I believe you are acquainted with the situation at the subject location wherein there have been two fatal accidents with vehicles running into the bridge pier located between the thru lanes and the off-ramp. Over and above the bridge pier being somewhat of an obstruction in the roadway, the situation is aggravated by the fact that eastbound traffic on the freeway approaches this off-ramp on a horizontal curve which makes for impaired sight distance. It is a bad situation and in all probability unless something is done we will have more serious accidents in the future.

We have tried to do some temporary betterment work with the installation of a short piece of guardrail nosing in advance of the bridge pier, plus flood lighting on the pier.

As a more permanent remedial measure for this situation, I refer you to the attached plan. This plan in effect elongates the off-ramp lane to bring it around to a tangent point on the freeway. The estimated cost is $25,000, grading and surfacing, $19,500 signing, $1,500, for adjustment of existing luminaire units, for a total of $46,000. This is a sizable sum of money, however, I think the expenditure would be warranted to eliminate a very critical situation. I would point out that the $19,500 for signing is something that will ultimately be expended when we bring the signing on the Banfield Freeway up to Interstate standards.

F. B. Crandall
Traffic Engineer

FBC:bf
cc: Forrest Cooper

RECEIVED
OFFICE OF

FINAL SURVEY		BY	DATE
NOTE BOOK NO.	SURVEYED		
	PLOTTED		
	TEMPLATE		
	AREAS		
	AREAS CHECKED		

321+00

6'0"

102nd Ave.

EXIT 1/2 MILE

15'0"

P.S. 333+35.85

±85'

±5'

+50

24"

+50

335

Route Shield

RR

N

11'6"

8

Port

EXI

21'0"

213

82nd Ave.

tland Airport

EXIT 3/4 MILE

36" 12"

16" 12"

16" 12"

18" 8"

12" No's.

Proposed Sign Bridge

R.R. R/W Line

R.R. R/W Line

R/W Line

335+

338+ 00

340

+20

37

2'R.

30

+20

4'

+50

Exit Speed

37'1"

P.S.C. 343+35.85

1000' Spiral

S Δ 10°

a 0.2

15'0"

9"

9"

9'0"

11 3/4"

9 3/4"

30

80 N

The Dalles

11'0"

22 1/2" x 16 1/2" Arrows

36" 12"

16" 12"

12"

11 1/2"

5'6"

10"

15'0"

102nd

7'6"

/e.

16" 12"

E

18" 8"

12" No's.

N.E. HANCOCK ST.

+60 Beg. of Wd

+80 Beg. of Wa

+49.43 End of Wall
Beg. of Struct

Conc. Medi
Met

Conc Ret. Walls

Sp. Raised A.C. Traffic Markers

37' Rt

75'

345

+63½'

OB Line

350

±68'

Const. Type "C" Curb

108'

R/W Line

P.C.S. 346+52.79

180' Spiral
SΔ 4°24½'
a 0.5

P.S.C. 348+32.79

349+01

4'

117'

R/W Line

AVE.

+50

2-24" R.C.P.

30"

Ret. Wall

L Line
2° C.R.
Δ 6° 20⅓'

N.E. 102nd.

Tel M.H.

Telephone Conduit

+60 +51

C050

351+50

Ho

Ho.

Ho.

75'

Beginning of Bridge
Sta. 744+35

R/W Line

BF Line

R/W Line

P.S.C. 343+35.85

15'0"

nd Ave.

16" 12"

22½" x 16½" Arrow

Existing Mercury Vapor Luminaire

Revised Location for Mercury Vapo

102nd AVE. EXIT RAMP

T.H. BANFIELD EXPRESSWAY
MULTNOMAH COUNTY

FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR
8	OREGON		

7'6"

Portland

8" 6"

6'x12" Arrow Type "G"

WEST 24" 30 80N 24"

Type "G"
Type "A"

Conc. Median Barrier Nosing
Metal Median Barrier - 62.5'
Metal Guard Rail - 80'

End of Bridge Sta. 13+64.46

Merging Traffic

P.C.

P.T.

±30°C.

±68'

JCT
WEST
24" 30 80N 24"

R.R. F/W Line

UNION PACIFIC R.R.

Speed 55

354+67.67 P.C.C.

355

Conc Island

4' Wall

HO.

HO.

HO.

353+32

±63'

Speed 70

R/w Line

100'

N.E. FARGO AVE.

Line

Line

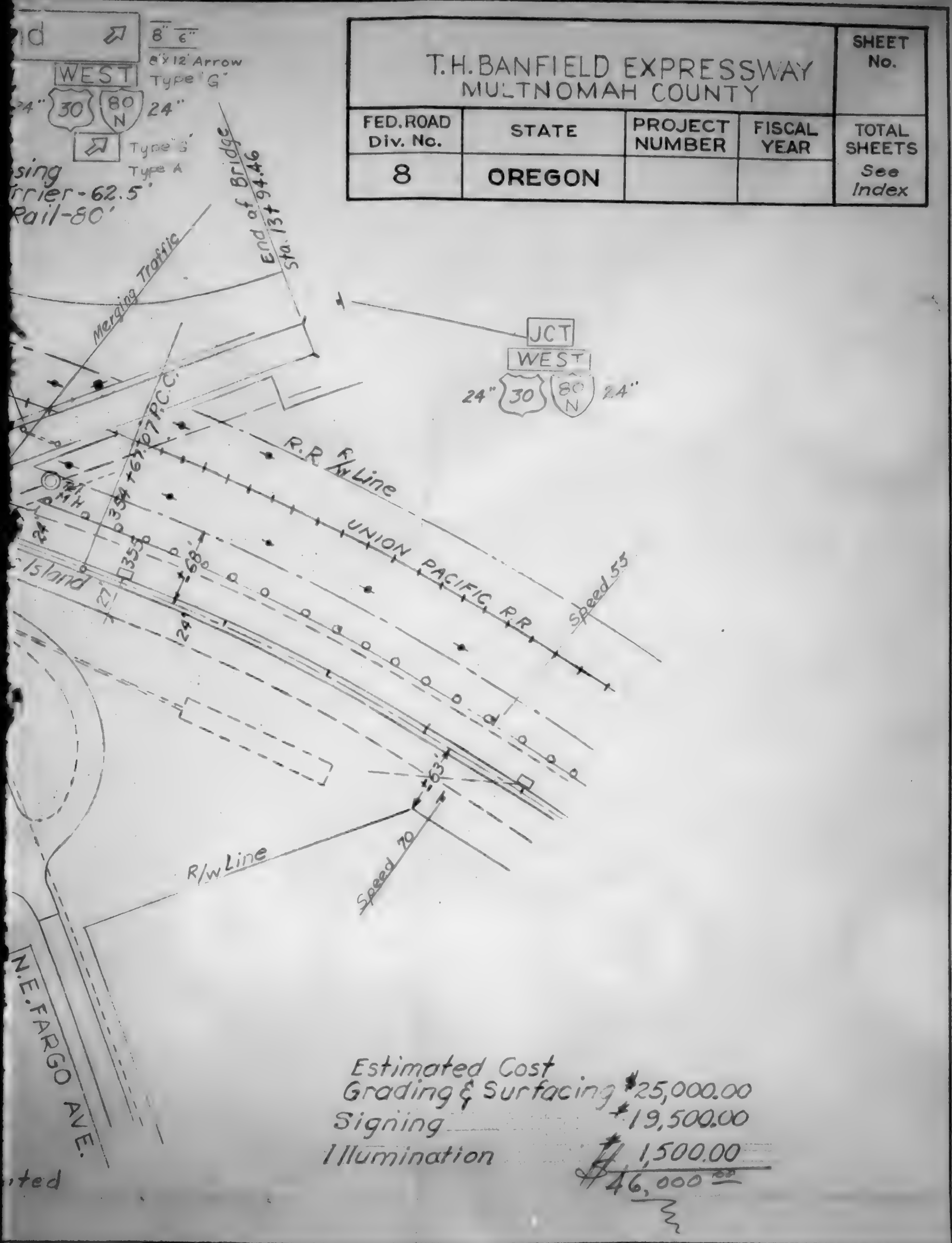
Estimated Cost

Grading & Surfacing	$25,000.00
Signing	$19,500.00
Illumination	$1,500.00
	$46,000.00

uminaire to Be Relocated
ry Vapor Luminaire

102nd AVE. EXIT RAMP

T.H. BANFIELD EXPRESSWAY MULTNOMAH COUNTY				SHEET No.
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON			See Index



Estimated Cost

Grading & Surfacing	$25,000.00
Signing	$19,500.00
Illumination	$1,500.00
	$46,000 ±%

F-123(22) O'Xing of Oreg. Trunk Railway, 1962
Swalley Canal-E. Revere Ave.
#6027 (Bend), The Dalles-Calif. Hwy.

F-123(22) O'Xing of Oreg. Trunk Railway, 1962
Swalley Canal-E. Revere Ave.
#6027 (Bend), The Dalles-Calif. Hwy.

08 H 2433

RECEIVED
MAR 1 1963
FOR FILING

F 123(2)
C027

March 1, 1963

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

On February 8, 1963, we wrote to you concerning release of final payment on contract #6027, awarded to R. L. Coats, for RR Overcrossing on the Owalley Canal-E. Revere Avenue Section (Bend) of The Dalles-California Highway in Deschutes County.

Final payment on this contract is $10,203.91 and the total contract amount is $127,556.97, including $294.56 for work performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Mr. R. L. Coats
1270 Trenton Avenue
Bend, Oregon

cc: C. H. Maison
Attn.: John Herr

RECEIVED
JAN 7 1964
FOR FILING

FORM 6-30 REV. 11-61 40830

F 21 (--)
6027

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 5, 1963

SUBJECT:

To: Mr. P. M. Stephenson
Ass't. State Highway Engineer

O F F I C E

L

Robert L. Coats completed work on contract no. 6027, Oregon Trunk Railway Overcrossing on the Swalley Canel-East Revere Avenue (Bend) Overcrossing structure on December 1, 1962. This contract is ready for acceptance by the Commission.

This is a Federal-aid project. We have Bureau of Public Roads concurrence in acceptance of the contract as complete.

Ivan D. Merchant
Bridge Engineer

CAG:dl

cc: D. B. Parkes
Floyd Query

RECEIVED
FEB 7 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 8 - 1963
FOR FILING

F 1-3 (22)
(-37

February 8, 1963

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

Contract #6027 awarded to R. L. Coats, for the RR Overcrossing on the Swalley Canal-E. Revere Avenue Section (Bend) of The Dalles-California Highway in Deschutes County, was completed December 1, 1962, and was accepted by the Highway Commission on February 7, 1963.

Final payment will be released to the contractor as soon as payment processing can be completed, but in no event before February 16, 1963.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: R. L. Coats
1270 Trenton Avenue
Bend
Oregon

cc: L. H. Young
C. H. Maison
Attn.: John Herr

RECEIVED
FEB 8 - 1963
FOR FILING

F-122 (21)
6027

February 7, 1963

Oregon State Highway Commission

Gentlemen:

Work was completed December 1, 1962, on Contract 6027. The contract was with Robert L. Coats and was for work on the Oregon Trunk Railway Overcrossing on the Swalley Canal-East Revere Avenue (Bend) Section in Deschutes County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective February 7, 1963, and that you concur in this procedure at the Commission meeting on March 14.

It is assumed that if you have no objections to this action and you do not advise me to the contrary I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
P. M. Stephenson
V. D. Wolfe
Ivan Merchant
L. H. Young
C. H. Maison

PMS:er

RECEIVED
AUG 23 1962
HIGHWAY ENGINEER

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. RIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

August 21, 1962

Oregon State Highway Commission

Gentlemen:

Work was completed August 10 on Contract 6027. The contract was with Mr. Gary Baker and was rock production on the Antelope-John Day River Section in Wasco County.

As the contractor has completed all work according to specification, I recommend that you accept the project effective August 20, 1962, and that you concur in this action at the Highway Commission meeting on September 20.

It is assumed that if you have no objections to this action, and that you do not advise me to the contrary, I may consider that the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
R. L. Porter
Victor D. Wolfe
L. H. Young

NOTED
R. L. PORTER

RECEIVED
AUG 17 1962
FOR FILING

F-123(22)

6027

Salem, Oregon
August 16, 1962

Acceptance of Contract

Mr. R. L. Porter
Asst. Highway Engineer

All work on the following contract has been completed and it is ready for acceptance by the State Highway Commission:

Contract No. 6027 with Gary Baker for rock production on the Antelope-John Day River Section in Wasco County completed August 10, 1962. The estimated amount of the final payment is $1,117.

L. H. Young
Office Engineer

LHY:lh

cc: Flagel Emery
C. H. Skinner
F. D. Morgan

RECEIVED
JUL 2 1962
FOR FILING
F-1[illegible]
6027

Salem, Oregon
June 29, 1962

Mr. F. D. Morgan
Construction Engineer
B u i l d i n g

Attached hereto is a proposed price agreement which has been submitted through the Bridge Department for some work which, according to Mr. Swift's letter, will consist of a concrete island. I think you are aware of the current objection to such type of construction.

I ask that you investigate the matter and forward me your recommendation. This is a matter of some urgency.

R. L. Porter
Assistant State Highway Engineer

RLP:ajw

Attachments

FORM E-30 50M 7-59 22124

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
June 22, 1962

SUBJECT: Swalley Canal-East Revere St.
Contract No. 6027

To:

Mr. Ivan Merchant
Bridge Engineer
State Highway Department
Salem, Oregon

Enclosed Price Agreement on the Swalley Canal-East Revere Overcrossing Contract covers items necessary to complete the surfacing, guard rail and guide posts. These items we were unable to complete on the construction project on this section due to the bridge finishing at a later date.

The unit prices are the same as the unit prices in the grading contract on this section. I have included 575 lineal feet of concrete curbs. This curb will enclose an island dividing traffic on the north end of the section, which island will be later filled with top soil and planted. This curb eliminates the planned jiggle bars. These jiggle bars would cost approximately the same as this curb.

Jiggle bars in this country where snow plowing and sanding are done in the winter time are continually being knocked out and generally full of sanding material.

All of these items have been discussed with Mr. Grafe of the Bureau of Public Roads and have his verbal approval.

Dean Swift

DEAN SWIFT
Division Engineer

DS:me
Encl.

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OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM JUN 2 0 19[illegible] PM
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APR 25 1962
FOR FILE

Contract 6027

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.
4-67

PROJECT REPORT NO.
F-123(22)
5
6027

FORM PR-2 (REV. 6-61)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

4-13-62

STATE: Oregon

COUNTY: Deschutes

PROJECT NO.: F-123(22)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

US 97 3rd St. and E. Yale Ave. (Bend)
(Oregon Trunk R.R. Overcrossing (Bend))

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	12-26-61	0.0
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 136,057.00	$ 85,000

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By _____

ASSISTANT State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

~~X~~ C. C. Polk
(Division Engineer)

By: L. R. Backlund
Acting Administrative Manager

Date executed by Division Engineer April 13, 1962

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

April 12, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement signed by a Highway official for the Oregon Trunk Railroad Overcrossing (Bend), Project No. F-123(22).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:mmb

February 6, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Oregon Trunk Railroad Overcrossing (Bend), Project No. F-123(22).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:lt

Oregon State Highway Department

Federal Aid
Project No. F-133(22)

OREGON TRUNK RAILROAD OVERCROSSING (ROAD)

ON THE DALLAS-CALIFORNIA HIGHWAY IN DESCHUTES COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 6, 1942

Type Code X131
Oregon Trunk RR Crossing (Sta. 20+11 to Sta. 22+30) (Contract 6027)

Shoring, Cribbing, Etc.	All Required		$ 12,700.00
Structural Excavation	400 cu. yds.	3.00	1,200.00
Structural Excavation, Below Elevation Shown	50 cu. yds.	3.00	150.00
Class "A" Concrete (641 cu.yds.)	All Required		44,600.00
Metal Reinforcement (138,000 lbs.)	All Required		17,800.00
Structural Steel (202,500 lbs.)	All Required		40,000.00
Metal Parapet Railing	560 lin. ft.	5.00	2,800.00
8-inch Metal Drain Pipe	90 lin. ft.	4.00	360.00
			$119,610.00
Work by Oregon Trunk R.R.	All Required		$ 4,079.00
	Subtotal		$123,689.00
	10% Engr. & Cont.		12,368.00
	Total		$136,057.00

Length of Structure . . . . . 0.053 Mile

Federal Funds	$ 85,000.00
State Funds	51,057.00
	$136,057.00

State Funds for Const: Chap. 175, Laws 1917; Chap. 31, Laws 1930; Chap. 329, Laws 1939.

State Funds for Maint: Chap. 329, Laws 1939.

OREGON TRUNK R.R. O'KING (BEND)

PROJECT NO. X-123(22)

Estimated cost of work by the Oregon Trunk Railroad

Temporary Work

Labor	$1,972.00	
Materials	658.00	
Salvage Credit	-170.00	Credit
	$2,360.00	

Permanent Work

Labor	$1,456.00	
Materials	263.00	
	$1,719.00	

Total $4,079.00

Oregon State Highway Department

Federal Aid
Project No. F-123(22)

OREGON TRUNK RAILROAD OVERCROSSING (BEND)

ON THE DALLES-CALIFORNIA HIGHWAY IN DESCHUTES COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, December 19, 1961

Type Code X131
Oregon Trunk RR O'Xing (Sta. 20+11 to Sta. 22+90)

Shoring, Cribbing, etc.	All Required		$ 2,000.00
Structural Excavation	400 cu. yds.	10.00	4,000.00
Structural Excavation, Below Elevation Shown	50 cu. yds.	20.00	1,000.00
Class "A" Concrete (641 cu. yds. at $72.00)	All Required		46,152.00
Metal Reinforcement (128,000 lbs. at $0.135)	All Required		17,280.00
Structural Steel (202,500 lbs. at $0.25)	All Required		50,625.00
Metal Parapet Railing	560 lin. ft.		3,920.00
8-inch Metal Drain Pipe	90 lin. ft.	4.00	360.00
			$125,337.00
Work by Oregon Trunk R.R.	All Required		$ 4,079.00
	Subtotal		$129,416.00
	10% Engr. & Cont.		12,941.00
	Total		$142,357.00

Length of Structure . . . . . 0.053 Mile

Federal Funds	$ 89,000.00
State Funds	53,357.00
	$142,357.00

OREGON TRUNK R.R. O'KING ROAD

PROJECT NO. F-123(22)

Estimated cost of work by the Oregon Trunk Railroad

Temporary Work

Labor	$1,872.00	
Materials	658.00	
Salvage Credit	- 170.00	Credit
	$2,360.00	

Permanent Work

Labor	$1,456.00	
Materials	263.00	
	$1,719.00	

Total $4,079.00

RECEIVED
MAR 20 1962

FOR FILING
COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

6027

D Cook

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 17, 1962

Mr. C. G. Polk:
Division Engineer
U. S. Bureau of Public Roads
477 U. S. Cottage Street
Salem, Oregon

Re: Swalley Canal - E. Bevere (Bend)
O'Xing of Oregon Trunk Railroad
Contract No. 6027
FAP No. F-123(22)

Dear Mr. Polk:

E. L. Coats began work on the Swalley Canal - E. Bevere (Bend) O'Xing of the Oregon Trunk Railroad on The Dalles - California Highway in Deschutes County, Contract No. 6027, FAP No. F-123(22), on March 13, 1962.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

dl

cc: Floyd Query
D. B. Parkes
J. W. Nash

NOTED
FLOYD QUERY

RECEIVED
MAR 8 1962

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER

G. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

March 8, 1962

6027

Mr. R. L. Coats
1270 Trenton Avenue
Bend
Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #6027, awarded January 25, 1962, for the RR Overcrossing on Swalley Canal-E. Revere Avenue (Bend) Section of The Dalles-California Highway in Deschutes County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

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FOR FILING
F 122 (28)
6027

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March 6, 1962

Spokane, Portland & Seattle Railway Company
1101 Northwest Hoyt Street
Portland 7, Oregon

Attention: Mr. H. F. Hoy
Chief Engineer

Re: The Dalles - California Highway O'King
of Oregon Trunk Railway
3rd Street, Bend, Oregon
Oregon Contract No. 6027

Gentlemen:

Attached find the following insurance documents:

General Insurance Company of America Policy No. SLP 471722 issued to Oregon Trunk Railway.

Certificate of insurance for contractors public liability policy No. SLP 1811373.

Certificate of insurance No. 32224 covering Lloyd's of London insurance.

This insurance is furnished by R. L. Coats, contractor on the above job, in answer to the insurance requirements contained in the contract.

Will you please review the insurance and advise us as to whether or not it is satisfactory to you?

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:dl
Attachments
cc: Dean Swift
M. W. Moore

FORM E-30 50M 7-60 29395

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 1, 1962

To: Mr. Cecil A. Gardner
Bridge Division
Salem

SUBJECT: Contract No. 6027
Robert L. Coats
Overcrossing of the Oregon Trunk Railway,
Swalley Canal-E. Revere Ave.
Deschutes County

Attached for processing and approval is insurance covering the above contract: (Two copies of each enclosed).

General Insurance Company of America Policy SLP 471722, expiring December 31, 1962. Oregon Trunk Railway is the assured, and we assume that you will send the original copy of this policy to them, as usual.

General Insurance Company of America Certificate of Insurance BLP 181373, expiring 3-10-63.

Underwriters at Lloyd's Certificate of Insurance No. 32224, expiring 11-1-62.

Upon completion, we would appreciate receiving the necessary copies for our insurance file.

Floyd Young
Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

cc Mr. G. S. Paxson
fp

RECEIVED
STATE HIGHWAY DEPT.
BRIDGE DIVISION
MAR 1 - 1962
PM
7 8 9 10 11 12 1 2 3 4 5 6

GENERAL INSURANCE COMPANY OF AMERICA
SAFECO® INSURANCE COMPANY OF AMERICA
LIFECO® INSURANCE COMPANY OF AMERICA
HOME OFFICES—SEATTLE 8, WASHINGTON

C. A. TOMASSENE & SONS
1002 CASCADE BUILDING
TEL: CA 7-1149
PORTLAND 4, OREGON

February 27, 1962

Oregon State Highway Commission
Salem, Oregon

Attention Mr. Floyd Query, Sec.

Dear Sir:

We are enclosing the following papers in connection with the contract for R. L. Coats for the construction of an Overcrossing of the Oregon Trunk Railway, Swalley Canal-E.Revere Ave. Deschutes County, Oregon in the amount of $119,610.00, and dated January 25, 1962.

Duplicate copies of the contract and bond. Rec-d by Deputy C.
Railroad Protective to the Oregon Trunk Railway.
Certificates of Insurance - copy for the Oregon State Highway
" " Oregon Trunk Railway.

Should it be necessary to make any changes or corrections please contact this office direct and the matter will receive immediate attention.

Yours very truly,

C.A.TOMASSENE & SONS

A B Keeler

Enc.
cc-R.L.Coats

RECEIVED
MAR 1 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
[illegible] DEPT.
BRIDGE DIVISION
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7 8 9 10 11 12 1 2 3 4 5 6

SCHEDULE LIABILITY POLICY

GENERAL INSURANCE COMPANY OF AMERICA

4347 BROOKLYN AVENUE
SEATTLE, WASHINGTON
(A stock insurance company)

SLP 471722

DECLARATIONS

THIS IS A TRUE AND EXACT COPY OF ORIGINAL POLICY NUMBER SLP 471722.

NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 13, 1963

Item 1. Named Insured and Address (Number, Street, County, State)

OREGON TRUNK RAILWAY
1101 N. W. HOYT
PORTLAND, OREGON

Insured is [ ] Owner; [ ] General Lessee; [ ] Tenant and RAILROAD
(Individual, Corporation, Estate or Partnership—if latter, give names of partners)

Item 2. Policy Period From: FEBRUARY 16, 1962 To: DECEMBER 31, 1962 — 12:01 A.M. Standard Time, at the address of insured as stated in the declarations.

Item 3. The insurance afforded is only with respect to such of the coverage(s) provided under the following supplement(s) as are specifically designated by the insertion of a supplement number and a coverage designation in the boxed spaces provided for that purpose immediately below. The limit of the company's liability against each such coverage shall be as stated herein, subject to the provisions of the policy.

No.		Coverage Designated	SUPPLEMENT	No.		Coverage Designated	SUPPLEMENT	No.		Coverage Designated
1.	Premises (O. L. T.)			6.	Protective (Owners or Contractors)			11.	Employer's Liability	
2.	Operations (M&C)			7.	Railroad Protective			12.	Storekeeper's Liability	
3.	Elevator-Elevator Collision			8.	Business Medical			13.	Farmer's Liability-Med.	
4.	Products, Completed Operations			9.	Personal Liability Medical D	A&B		14.		
5.	Contractual			10.	Retail Druggist Liability			15.		

COVERAGES AND LIMITS OF LIABILITY

A. BODILY INJURY LIABILITY	$ 100,000.	each person	
	$ 250,000.	each accident	
	$	aggregate products	
B. PROPERTY DAMAGE LIABILITY	$ 250,000.	each accident	
	$	aggregate operations	
	$ 500,000.	aggregate protective	
	$	aggregate products	
	$	aggregate contractual	
C. ELEVATOR COLLISION	$	each accident	
D. BUSINESS MEDICAL	$	each person	
	$	each accident	
E. STOREKEEPER'S	(1) Liability $	each accident	
		each person	
	(2) Medical $	each accident	
F. PERSONAL or FARMER'S	(1) Liability $	each occurrence	
	(2) Medical $	each person	
	(3) Animal Collision $	each accident	
		each animal	
G. RETAIL DRUGGIST LIABILITY	$	each claim	
		aggregate	

Item 4. Location and description of insured's operations, elevators, contract or work, covered by this policy, and the class code number.

	BASIS OF PREMIUM	RATE	PREMIUM
SWALLEY CANAL - E. REVERE AVE. (BEND, OREGON) OVERCROSSING OF OREGON TRUNK RAILWAY BRIDGE NO. 8887A CONTRACT NO. 6027 CONTRACTOR R. L. COATS THE DALLES - CALIFORNIA HIGHWAY	150,000.00	$	$ 1.00 WAIVED

Outboard Motors — Owner (if not owned by insured)

A. _____ Horsepower

B. _____ Horsepower

There are at the premises no swimming or wading pools owned, rented, or controlled by the insured and capable of being filled to a capacity of more than thirty inches at any point, except as indicated in Item 4.

Total Estimated ANNUAL Premium $ 1.00 WAIVED

Minimum Premiums B.I. $ P.D. $

Total Estimated THREE YEAR Advance Premium $

, 1st Anniversary $, 2nd Anniversary $

C. A. TOMASSENE & SONS

Authorized Representative

PRINTED IN U.S.A.

GENERAL INSURANCE COMPANY OF AMERICA

(A stock insurance company herein called the company)

AGREES with the insured named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations, and subject to the limits of liability, exclusions, conditions, and other terms of this policy:

INSURING AGREEMENTS

I. To extend to the insured the insurance coverage provided by the supplement or supplements which are designated in the declarations and attached to this policy and made a part hereof.

II. **Defense, Settlement, Supplementary Payments.** With respect to such insurance as is afforded by this policy for bodily injury liability and for property damage liability, the company shall:

(a) defend any suit against the insured alleging such injury, sickness, disease or destruction and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;

(b) (1) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;

(2) pay all expenses incurred by the company, all costs taxed against the insured in any such suit and all interest on the entire amount of any judgment therein which accrues after entry of the judgment until the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;

(3) pay expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of the accident;

(4) reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the company's request;

and the amounts so incurred, except settlements of claims and suits, are payable by the company in addition to the applicable limit of liability of this policy.

III. **Definition of Insured.** With respect to the insurance under coverages A, B, E and G the unqualified word "insured" includes the named insured and also includes any executive officer, director or stockholder thereof while acting within the scope of his duties as such, and any organization or proprietor with respect to real estate management for the named insured. If the named insured is a partnership, the unqualified word "insured" also includes any partner therein but only with respect to his liability as such.

IV. **Policy Period, Territory.** This policy applies only to accidents which occur during the policy period within the United States of America; its territories or possessions, or Canada.

EXCLUSIONS

This policy does not apply:

A. Under any Liability Coverage, to injury, sickness, disease, death or destruction

(1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

(3) resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

(b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

CONDITIONS

1. **Premium**—The premium stated in the declarations for hazards rated on a basis other than area, frontage, teams, units, per elevator, per contract or flat charge is an estimated premium only. Annually upon the anniversary date of this policy, or upon its termination or cancellation, the earned premium shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. If the earned premium thus computed exceeds the estimated advance premium paid, the named insured shall pay the excess to the company; if less, the company shall return the unearned portion paid by such insured to the named insured.

2. **Inspection and Audit.** The company shall be permitted to inspect the insured premises, operations and elevators and to examine and audit the insured's books and records at any time during the policy period and any extension thereof and within three years after the final termination of this policy, as far as they relate to the premium bases or the subject matter of this insurance.

RAILROAD PROTECTIVE LIABILITY (Form #3) – SUPPLEMENT #7D

(Use on SLP)

GENERAL INSURANCE COMPANY OF AMERICA

AGREES with the insured named in the declarations of the policy to which this is attached and made a part hereof, in consideration of the payment of the premium and in reliance upon the statements contained in the declarations, and subject to the limits of liability, exclusions, conditions and other terms of this supplement:

INSURING AGREEMENTS

I Coverage A – Bodily Injury Liability

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury, sickness, or disease, including death at any time resulting therefrom, hereinafter called "bodily injury", either (1) sustained by any person arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in item 4 of the declarations, or (2) sustained at the designated job site by the contractor or any employee of the contractor or by any designated employee of the insured whether or not arising out of such

and records at any time during the policy period and any extension thereof and within three years after the final termination of this policy, as far as they relate to the premium bases or the subject matter of this insurance.

RAILROAD PROTECTIVE LIABILITY (Form #3) – SUPPLEMENT #7D

(Use on SLP)

GENERAL INSURANCE COMPANY OF AMERICA

AGREES with the insured named in the declarations of the policy to which this is attached and made a part hereof, in consideration of the payment of the premium and in reliance upon the statements contained in the declarations, and subject to the limits of liability, exclusions, conditions and other terms of this supplement:

INSURING AGREEMENTS

I **Coverage A – Bodily Injury Liability**

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury, sickness, or disease, including death at any time resulting therefrom, hereinafter called "bodily injury", either (1) sustained by any person arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in item 4 of the declarations, or (2) sustained at the designated job site by the contractor or any employee of the contractor or by any designated employee of the insured whether or not arising out of such acts or omissions.

Coverage B(1) – Property Damage Liability

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of physical injury to or destruction of property, including loss of use of any property due to such injury or destruction, hereinafter called "property damage", arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in item 4 of the declarations.

Coverage B(2) – Physical Damage to Property

To pay for direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment, or motive power equipment, hereinafter called loss, arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in item 4 of the declarations; provided such property is owned by the named insured or is leased or entrusted to the named insured under a lease or trust agreement.

II **Definitions**

(a) **Insured** – The unqualified word "insured" includes the named insured and also includes any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

(b) **Contractor** – The word "contractor" means the contractor designated in item 4 of the declarations and includes all subcontractors of said contractor but shall not include the named insured.

(c) **Designated employee of the insured** – The words "designated employee of the insured" mean:
(1) any supervisory employee of the insured at the job site,
(2) any employee of the insured while operating, attached to or engaged on work trains or other railroad equipment at the job site which are assigned exclusively to the contractor, or
(3) any employee of the insured not within (1) or (2) who is specifically loaned or assigned to the work of the contractor for prevention of accidents or protection of property, the cost of whose services is borne specifically by the contractor or by governmental authority.

(d) **Contract** – The word "contract" means any contract or agreement to carry a person or property for a consideration or any lease, trust or interchange contract or agreement respecting motive power, rolling stock or mechanical construction equipment.

III **Defense, Settlement, Supplementary Payments.** With respect to such insurance as is afforded by this supplement under coverages A and B(1), the company shall:

(a) defend any suit against the insured alleging such bodily injury or property damage and seeking damages which are payable under the terms of this supplement, even if any of the allegations of the suit are groundless, false or fraudulent; but the company may make such investigation and settlement of any claim or suit as it deems expedient;

(b) pay, in addition to the applicable limits of liability:
(1) all expenses incurred by the company, all costs taxed against the insured in any such suit and all interest on the entire amount of any judgment therein which accrues after entry of judgment and before the company has paid or tendered or deposited in court such part of the judgment which does not exceed the limit of the company's liability thereon;
(2) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this supplement, but without any obligation to apply for or furnish any such bonds;
(3) expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of the occurrence;
(4) all reasonable expenses, other than loss of earnings, incurred at the company's request.

IV **Policy Period, Territory**

This supplement applies only to occurrences and losses during the policy period and within the United States of America, its territories or possessions, or Canada.

EXCLUSIONS

This supplement does not apply:

(a) to liability assumed by the insured under any contract or agreement except a contract as defined herein;
(b) to bodily injury or property damage caused intentionally by or at the direction of the insured;
(c) to bodily injury, property damage or loss which occurs after notification to the named insured of the acceptance of the work by the governmental authority, other than bodily injury, property damage or loss resulting from the existence or removal of tools, uninstalled equipment and abandoned or unused materials;
(d) under coverages A(1) and B, to bodily injury, property damage or loss, the sole proximate cause of which is an act or omission of any insured other than acts or omissions of any designated employee of any insured;
(e) under coverage A, to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law; provided that the Federal Employers' Liability Act, U.S. Code (1946) Title 45, Sections 51-60, as amended, shall for the purposes of this insurance be deemed not to be any similar law;
(f) under coverage B(1), to injury to or destruction of property (i) owned by the named insured or (ii) leased or entrusted to the named insured under a lease or trust agreement.

CONDITIONS

(The conditions, except conditions 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, apply to all coverages. Conditions 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 apply only to the coverage noted thereunder.)

1. **Premium.** The premium bases and rates for the hazards described in the declarations are stated therein. Premium bases and rates for hazards not so described are those applicable in accordance with the manuals in use by the company.

The term "contract cost" means the total cost of all work described in item 4 of the declarations.

The term "rental cost" means the total cost to the contractor for rental of work trains or other railroad equipment, including the remuneration of all employees of the insured while operating, attached to or engaged thereon.

The advance premium stated in the declarations is an estimated premium only. Upon termination of this policy the earned premium shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. If the earned premium thus computed exceeds the estimated advance premium paid, the company shall look to the contractor specified in the declarations for any such excess. If less, the company shall return to

Coverage A – Bodily Injury Liability

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury, sickness, or disease, including death at any time resulting therefrom, hereinafter called "bodily injury", either (1) sustained by any person arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in item 4 of the declarations, or (2) sustained at the designated job site by the contractor or any employee of the contractor or by any designated employee of the insured whether or not arising out of such acts or omissions.

Coverage B(1) – Property Damage Liability

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of physical injury to or destruction of property, including loss of use of any property due to such injury or destruction, hereinafter called "property damage", arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in item 4 of the declarations.

Coverage B(2) – Physical Damage to Property

To pay for direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment, or motive power equipment, hereinafter called loss, arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in item 4 of the declarations; provided such property is owned by the named insured or is leased or entrusted to the named insured under a lease or trust agreement.

II Definitions

(a) **Insured** – The unqualified word "insured" includes the named insured and also includes any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

(b) **Contractor** – The word "contractor" means the contractor designated in item 4 of the declarations and includes all subcontractors of said contractor but shall not include the named insured.

(c) **Designated employee of the insured** – The words "designated employee of the insured" mean:
(1) any supervisory employee of the insured at the job site,
(2) any employee of the insured while operating, attached to or engaged on work trains or other railroad equipment at the job site which are assigned exclusively to the contractor, or
(3) any employee of the insured not within (1) or (2) who is specifically loaned or assigned to the work of the contractor for prevention of accidents or protection of property, the cost of whose services is borne specifically by the contractor or by governmental authority.

(d) **Contract** – The word "contract" means any contract or agreement to carry a person or property for a consideration or any lease, trust or interchange contract or agreement respecting motive power, rolling stock or mechanical construction equipment.

III **Defense, Settlement, Supplementary Payments.** With respect to such insurance as is afforded by this supplement under coverages A and B(1), the company shall:

(a) defend any suit against the insured alleging such bodily injury or property damage and seeking damages which are payable under the terms of this supplement, even if any of the allegations of the suit are groundless, false or fraudulent; but the company may make such investigation and settlement of any claim or suit as it deems expedient;

(b) pay, in addition to the applicable limits of liability:
(1) all expenses incurred by the company, all costs taxed against the insured in any such suit and all interest on the entire amount of any judgment therein which accrues after entry of judgment and before the company has paid or tendered or deposited in court such part of the judgment which does not exceed the limit of the company's liability thereon;
(2) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this supplement, but without any obligation to apply for or furnish any such bonds;
(3) expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of the occurrence;
(4) all reasonable expenses, other than loss of earnings, incurred at the company's request.

IV Policy Period, Territory

This supplement applies only to occurrences and losses during the policy period and within the United States of America, its territories or possessions, or Canada.

EXCLUSIONS

This supplement does not apply:

(a) to liability assumed by the insured under any contract or agreement except a contract as defined herein;
(b) to bodily injury or property damage caused intentionally by or at the direction of the insured;
(c) to bodily injury, property damage or loss which occurs after notification to the named insured of the acceptance of the work by the governmental authority, other than bodily injury, property damage or loss resulting from the existence or removal of tools, uninstalled equipment and abandoned or unused materials;
(d) under coverages A(1) and B, to bodily injury, property damage or loss, the sole proximate cause of which is an act or omission of any insured other than acts or omissions of any designated employee of any insured;
(e) under coverage A, to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law; provided that the Federal Employers' Liability Act, U.S. Code (1946) Title 45, Sections 51-60, as amended, shall for the purposes of this insurance be deemed not to be any similar law;
(f) under coverage B(1), to injury to or destruction of property (i) owned by the named insured or (ii) leased or entrusted to the named insured under a lease or trust agreement.

CONDITIONS

(The conditions, except conditions 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, apply to all coverages. Conditions 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 apply only to the coverage noted thereunder.)

1. **Premium.** The premium bases and rates for the hazards described in the declarations are stated therein. Premium bases and rates for hazards not so described are those applicable in accordance with the manuals in use by the company.

   The term "contract cost" means the total cost of all work described in item 4 of the declarations.

   The term "rental cost" means the total cost to the contractor for rental of work trains or other railroad equipment, including the remuneration of all employees of the insured while operating, attached to or engaged thereon.

   The advance premium stated in the declarations is an estimated premium only. Upon termination of this policy the earned premium shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. If the earned premium thus computed exceeds the estimated advance premium paid, the company shall look to the contractor specified in the declarations for any such excess; if less, the company shall return to the said contractor the unearned portion paid.

   In no event shall payment of premium be an obligation of the named insured.

2. **Inspection.** The named insured shall make available to the company records of information relating to the subject matter of this insurance.

   The company shall be permitted to inspect all operations in connection with the work described in item 4 of the declarations.

(Continued on reverse side)

C. A. TOMASSENE & SONS

John B. Tomassene

Authorized Representative

Railroad Protective Liability

3. **Limits of Liability – Coverage A.** The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury sustained by one person as the result of any one occurrence; the limit of such liability stated in the declarations as applicable to "each occurrence" is, subject to the above provision respecting each person, the total limit of the company's liability for all such damage arising out of bodily injury sustained by two or more persons as the result of any one occurrence.

4. **Limits of Liability – Coverages B(1) and B(2).** The limit of liability under coverages B(1) and B(2) stated in the declarations as applicable to "each occurrence" is the total limit of the company's liability for all damages and all loss under coverages B(1) and B(2) combined arising out of physical injury to, destruction or loss of all property of one or more persons or organizations, including the loss of use of any property due to such injury or destruction under coverage B(1), as the result of any one occurrence.

Subject to the above provision respecting "each occurrence", the limit of liability under coverages B(1) and B(2) stated in the declarations as "aggregate" is the total limit of the company's liability for all damages and all loss under coverages B(1) and B(2) combined arising out of physical injury to, destruction or loss of property, including the loss of use of any property due to such injury or destruction under coverage B(1).

Under coverage B(2), the limit of the company's liability for loss shall not exceed the actual cash value of the property, or if the loss is of a part thereof the actual cash value of such part, at time of loss, or what it would then cost to repair or replace the property or such part thereof with other of like kind and quality.

5. **Severability of Interests – Coverages A and B(1).** The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

6. **Notice.** In the event of an occurrence or loss, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable. If claim is made or suit is brought against the insured, he shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

7. **Assistance and Cooperation of the Insured. – Coverages A and B(1).** The insured shall cooperate with the company and, upon the company's request, attend hearings and trials and assist in making settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

8. **Action Against Company – Coverages A.** No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this supplement, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant, and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this supplement to the extent of the insurance afforded by this supplement. Nothing contained in this supplement shall give any person or organization any right to join the company as a co-defendant in any action against the insured to determine the insured's liability.

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

Coverage B(2). No action shall lie against the company unless, as a precedent thereto, there shall have been full compliance with all the terms of this supplement nor until thirty days after proof of loss is filed and the amount of loss is determined as provided in this supplement.

9. **Insured's Duties in Event of Loss – Coverage B(2).** In the event of loss the insured shall:
   (a) protect the property, whether or not the loss is covered by this supplement, and any further loss due to the insured's failure to protect shall not be recoverable under this supplement; reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request;
   (b) file with the company, as soon as practicable after loss, his sworn proof of loss in such form and including such information as the company may reasonably require and shall, upon the company's request, exhibit the damaged property.

10. **Appraisal – Coverage B(2).** If the insured and the company fail to agree as to the amount of loss, either may, within 60 days after the proof of loss is filed, demand an appraisal of the loss. In such event the insured and the company shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The insured and the company shall each pay his chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

The company shall not be held to have waived any of its rights by any act relating to appraisal.

11. **Payment of Loss – Coverage B(2).** The company may pay for the loss in money but there shall be no abandonment of the damaged property to the company.

12. **No Benefit to Bailee – Coverage B(2).** The insurance afforded by this supplement shall not inure directly or indirectly to the benefit of any carrier or bailee, other than the named insured, liable for loss to the property.

13. **Subrogation.** In the event of any payment under this supplement, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

14. **Application of Insurance.** The insurance afforded by this supplement is primary insurance.

15. **Three Year Policy.** A policy period of three years is comprised of three consecutive annual periods. Computation and adjustment of earned premium shall be made at the end of each annual period. Aggregate limits of liability as stated in this policy shall apply separately to each annual period.

16. **Changes.** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this supplement or estop the company from asserting any right under the terms of this supplement, nor shall the terms of this supplement be waived or changed except by endorsement issued to form a part of this supplement, signed by the president and secretary of the company and countersigned by a duly authorized representative of the company.

17. **Assignment.** Assignment of interest under this supplement shall not bind the company until its consent is endorsed hereon.

18. **Cancellation.** This supplement may be canceled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This supplement may be canceled by the company by mailing to the named insured, contractor and governmental authority at the reapective addresses shown in this supplement written notice stating when not less than thirty days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

19. **Declarations.** By acceptance of this policy the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations, and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

of the company's liability for all such damage arising out of bodily injury sustained by two or more persons as the result of any one occurrence.

4. **Limits of Liability – Coverages B(1) and B(2).** The limit of liability under coverages B(1) and B(2) stated in the declarations as applicable to "each occurrence" is the total limit of the company's liability for all damages and all loss under coverages B(1) and B(2) combined arising out of physical injury to, destruction or loss of all property of one or more persons or organizations, including the loss of use of any property due to such injury or destruction under coverage B(1), as the result of any one occurrence.

   Subject to the above provision respecting "each occurrence", the limit of liability under coverages B(1) and B(2) stated in the declarations as "aggregate" is the total limit of the company's liability for all damages and all loss under coverages B(1) and B(2) combined arising out of physical injury to, destruction or loss of property, including the loss of use of any property due to such injury or destruction under coverage B(1).

   Under coverage B(2), the limit of the company's liability for loss shall not exceed the actual cash value of the property, or if the loss is of a part thereof the actual cash value of such part, at time of loss, or what it would then cost to repair or replace the property or such part thereof with other of like kind and quality.

5. **Severability of Interests – Coverages A and B(1).** The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

6. **Notice.** In the event of an occurrence or loss, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable. If claim is made or suit is brought against the insured, he shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

7. **Assistance and Cooperation of the Insured. – Coverages A and B(1).** The insured shall cooperate with the company and, upon the company's request, attend hearings and trials and assist in making settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

8. **Action Against Company – Coverages A.** No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this supplement, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant, and the company.

   Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this supplement to the extent of the insurance afforded by this supplement. Nothing contained in this supplement shall give any person or organization any right to join the company as a co-defendant in any action against the insured to determine the insured's liability.

   Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

   Coverage B(2). No action shall lie against the company unless, as a precedent thereto, there shall have been full compliance with all the terms of this supplement nor until thirty days after proof of loss is filed and the amount of loss is determined as provided in this supplement.

9. **Insured's Duties in Event of Loss – Coverage B(2).** In the event of loss the insured shall:
   (a) protect the property, whether or not the loss is covered by this supplement, and any further loss due to the insured's failure to protect shall not be recoverable under this supplement; reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request;
   (b) file with the company, as soon as practicable after loss, his sworn proof of loss in such form and including such information as the company may reasonably require and shall, upon the company's request, exhibit the damaged property.

10. **Appraisal – Coverage B(2).** If the insured and the company fail to agree as to the amount of loss, either may, within 60 days after the proof of loss is filed, demand an appraisal of the loss. In such event the insured and the company shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The insured and the company shall each pay his chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

    The company shall not be held to have waived any of its rights by any act relating to appraisal.

11. **Payment of Loss – Coverage B(2).** The company may pay for the loss in money but there shall be no abandonment of the damaged property to the company.

12. **No Benefit to Bailee – Coverage B(2).** The insurance afforded by this supplement shall not inure directly or indirectly to the benefit of any carrier or bailee, other than the named insured, liable for loss to the property.

13. **Subrogation.** In the event of any payment under this supplement, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

14. **Application of Insurance.** The insurance afforded by this supplement is primary insurance.

15. **Three Year Policy.** A policy period of three years is comprised of three consecutive annual periods. Computation and adjustment of earned premium shall be made at the end of each annual period. Aggregate limits of liability as stated in this policy shall apply separately to each annual period.

16. **Changes.** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this supplement or estop the company from asserting any right under the terms of this supplement, nor shall the terms of this supplement be waived or changed except by endorsement issued to form a part of this supplement, signed by the president and secretary of the company and countersigned by a duly authorized representative of the company.

17. **Assignment.** Assignment of interest under this supplement shall not bind the company until its consent is endorsed hereon.

18. **Cancellation.** This supplement may be canceled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This supplement may be canceled by the company by mailing to the named insured, contractor and governmental authority at the respective addresses shown in this supplement written notice stating when not less than thirty days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

    If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

19. **Declarations.** By acceptance of this policy the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations, and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

20. None of the Insuring Agreements, Exclusions and Conditions of the policy, to which this supplement is attached, apply.

IN WITNESS WHEREOF, General Insurance Company of America has executed and attested these presents; but this supplement shall not be valid unless countersigned by a duly authorized representative of this company.

A. D. Merritt
SECRETARY

W. L. Campbell
PRESIDENT

...one of the Insuring Agreements, Exclusions and Conditions of the policy, to which this supplement is attached, apply.

IN WITNESS WHEREOF, General Insurance Company of America has executed and attested these presents; but this supplement shall not be valid unless countersigned by a duly authorized representative of this company.

A. D. Merritt
SECRETARY

W. L. Campbell
PRESIDENT

This space is intended for the attachment of such endorsements as may be executed as provided in the policy, and, when so executed and attached, they are to be construed as a part of this policy.

3. Definitions.

(a) Products, Completed Operations.

(1) goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, if the accident occurs after possession of such goods or products has been relinquished to others by the named insured or by others trading under his name and if such accident occurs away from premises owned, rented or controlled by the named insured or on premises for which the classification stated in Item 4 of the declarations excludes any part of the foregoing; provided, such goods or products shall be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property, other than such container, rented to or located for use of others but not sold;

(2) operations, if the accident occurs after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the named insured; provided, operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further, the following shall not be deemed to be "operations" within the meaning of this paragraph: (a) pickup or delivery, except from or onto a railroad car, (b) the maintenance of vehicles owned or used by or in behalf of the insured, (c) the existence of tools, uninstalled equipment and abandoned or unused materials and (d) operations for which the classification stated in Item 4 of the declarations specifically includes completed operations. The word "operations" includes any act or omission in connection with operations performed by or on behalf of the named insured on the premises or elsewhere, whether or not goods or products are involved in such operations.

(b) Elevator. The word "elevator" means any hoisting or lowering device to connect floors or landings at the premises, unless the named insured owns, rents or controls only a part of the building and does not operate, maintain or control the elevator, whether or not such device is in service, and all appliances thereof, including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery. "Elevator" does not include a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property, or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet.

(c) Automobile. The word "automobile" means a land motor vehicle, trailer or semi-trailer, provided:

(1) The following described equipment shall be deemed an automobile while towed by or carried on an automobile not so described, but not otherwise: if of the crawler-type, any tractor, power crane or shovel, ditch or trench digger; any farm-type tractor; any concrete mixer other than of the mix-in-transit type; any grader, scraper, roller or farm implement; and, if not subject to motor vehicle registration, any other equipment not specified in (2) below, which is designed for use principally off public roads.

(2) The following described equipment shall be deemed an automobile while towed by or carried on an automobile as above defined solely for purposes of transportation or while being operated solely for locomotion, but not otherwise: if of the non-crawler type, any power crane or shovel, ditch or trench digger; and any air-compressing, building or vacuum cleaning, spraying or welding equipment or well drilling machinery.

(d) "Assault and Battery". Under coverages A and B, assault and battery shall be deemed caused by accident unless committed by or at the direction of the insured.

(e) "Hazardous Properties" include radioactive, toxic or explosive properties.

(f) "Nuclear Material" means source material, special nuclear material or by-product material.

(g) "Source Material", "Special Nuclear Material" and "By-Product Material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

(h) "Spent Fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.

(i) "Waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (1) and (2) thereof.

(j) "Nuclear Facility" means (1) any nuclear reactor, (2) any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing spent fuel, or (c) handling, processing or packaging waste, (3) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235, (4) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

(k) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

(l) "Injury and Destruction". With respect to injury to or destruction of property, the word injury or destruction includes all forms of radioactive contamination of property.

4. Limits of Liability—Coverage A. The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by one person as the result of any one accident; the limit of such liability stated in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by two or more persons as the result of any one accident.

5. Limit of Liability—Coverage B. The limit of property damage liability stated in the declarations as applicable to "each accident" is the total limit of the company's liability for all damages arising out of injury to or destruction of all property of one or more persons or organizations, including the loss of use thereof, as the result of any one accident.

6. Limits of Liability—Coverages A and B. Subject to the limit of liability with respect to "each accident," the limit of liability, if any, stated in the declarations as "aggregate" is the total limit of the company's liability under the coverage, for which said limit is stated.

7. Severability of Interests—Coverages A, B and E. The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

8. Notice of Accident. When an accident occurs, written notice shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the accident, the names and addresses of the injured and of available witnesses.

9. Notice of Claim or Suit—Coverages A, B, E and G. If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representatives.

10. Assistance and Cooperation of the Insured—Coverages A, B and E. The insured shall cooperate with the company and, upon the company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of the accident.

11. Action Against Company—Coverages A, B and E (1). No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant, and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability; nor shall the company be impleaded by the insured or his legal representative.

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

12. Other Insurance—Coverages A, B and E. If the insured has other insurance against a loss covered by this policy, the company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability stated in the declarations bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

13. Subrogation—Coverages A, B and E. In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

14. Three Year Policy—A policy period of three years is comprised of three consecutive annual periods. Computation and adjustment of earned premium shall be made at the end of each annual period. Aggregate limits of liability as stated in this policy shall apply separately to each annual period.

15. Changes—Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy, nor shall the terms of this policy be waived or changed except by endorsement issued to form a part of this policy, signed by the president and secretary of the company and countersigned by a duly authorized representative of the company.

16. Assignment—Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, this policy shall cover the named insured's legal representative as named insured; provided that notice of cancellation addressed to the insured named in the declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

17. Cancellation—This policy may be canceled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the named insured at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation become effective, but payment or tender of unearned premium is not a condition of cancellation .

18. Declarations—By acceptance of this policy the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations, and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

IN WITNESS WHEREOF, GENERAL INSURANCE COMPANY OF AMERICA has executed and attested these presents; but this policy shall not be valid unless countersigned by a duly authorized representative of this company.

A. D. Merritt SECRETARY

W. L. Campbell PRESIDENT

CERTIFICATE OF INSURANCE

GENERAL INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON

HEREBY CERTIFIES that such insurance policies as are indicated hereunder have been issued and are in full force and effect on the effective date of this certificate.

Name of Insured ROBERT L. COATS

Mailing Address 1338 E. 10TH ST. (Street) BEND, OREGON (City) (State)

Policy Period: from MARCH 10, 1961 to MARCH 10, 1963
12:01 A.M., Standard Time, at the address of the insured shown above.

This certificate indicates insurance afforded only with respect to such and so many of the policies of insurance as are indicated by number herein, and to such and so many of the coverages under such policies as are indicated by the inclusion of limits of liability, amount of coverage or the word "Included".

This certificate is only a statement of the existence of the policy or policies of insurance herein referred to and does not change or affect the terms thereof.

Type of Insurance	Policy Number	Coverage	Limits of Liability or Amount of Coverage
Public Liability Other Than Auto or Elevator	BLP 181373	Bodily Injury	100,000.00 One Person 250,000.00 One (Accident)(Occurrence)
		Property Damage	100,000.00 One Accident 100,000.00 Aggregate
Auto Public Liability	BLP 181373	Bodily Injury	250,000.00 One Person 500,000.00 One (Accident)(Occurrence)
		Property Damage	25,000.00 One (Accident)(Occurrence)
Workmen's Compensation		Subject to the terms of the Workmen's Compensation laws of the state in which policy affords coverage.	
			One Person One (Accident)(Occurrence) Aggregate
			One (Accident)(Occurrence)

Location of risk covered, or description of automobile or elevator covered, or description and location of operations or work covered:

[X] This policy provides Products and Completed Operations coverage.

CONTRACT #6027 - OVERCROSSING OF OREGON TRUNK RAILWAY, SWALLEY CANAL - E. REVERE AVE. (BEND, OREGON) BRIDGE #8887A, THE DALLES - CALIFORNIA HIGHWAY

Certificate issued to STATE OF OREGON - HIGHWAY DEPARTMENT

Address SALEM, OREGON

Dated at PORTLAND, OREGON on FEBRUARY 16, 1962

GENERAL INSURANCE COMPANY OF AMERICA
C. A. TOMASSENE & SONS

PSO:RS:EJ

By C. A. Tomassene

C-70 R-6 8-61

Swett & Crawford
INSURANCE

120 Sansome St.
SAN FRANCISCO, CALIF.

Luhrs Bldg.
PHOENIX, ARIZ.

300 - 27th St., Suite E
OAKLAND, CALIF.

Carondelet Bldg.
NEW ORLEANS, LA.

Yeon Building
PORTLAND, OREGON

Henry Building
SEATTLE, WASH.

San Diego Tr. & Sav. Bldg.
SAN DIEGO, CALIF.

3450 Wilshire Blvd.
LOS ANGELES, CALIF.

1007 Burrard Bldg.
VANCOUVER, B.C.

CERTIFICATE OF INSURANCE

- OREGON TRUNK RAILWAY
- 1101 N. W. HOYT
- PORTLAND, OREGON

THIS IS TO CERTIFY as to the existence of insurance with Underwriters at Lloyd's, London and/or Insurance Companies, as described below:

Name of Assured ROBERT L. COATS

Address of Assured BEND, OREGON

REGARDING: CONTRACT NUMBER 6027 - OVERCROSSING OF OREGON TRUNK RAILWAY SWALLEY CANAL - E. REVERE AVENUE (BEND, OREGON) BRIDGE # 8887A, THE DALLES - CALIFORNIA HIGHWAY.

Location of Risk

Kind of Insurance: EXCESS PROPERTY DAMAGE LIABILITY

Certificate No. 32224 **period from** 2/15/62 **to** 11/1/62

Limits: Bodily Injury — each person $ NIL **aggregate $** NIL

each accident $ NIL

Property Damage — each accident $ 150,000.00 excess of 100,000.00 **aggregate $** 400,000.00 excess of 100,000.00

Kind of Insurance:

Certificate No. **period from** **to**

Limits: Bodily Injury — each person $ **aggregate $**

each accident $

Property Damage — each accident $ **aggregate $**

THIS CERTIFICATE IS ENDORSED SO THAT IN THE EVENT OF CANCELLATION OF THIS COVERAGE TEN DAYS PRIOR WRITTEN NOTICE SHALL BE GIVEN TO ABOVE NAMED BY UNDERWRITERS.

Kind of Insurance:

Certificate No. **period from** **to**

Limits:

Should the above mentioned Certificate be cancelled, assigned or changed by the undersigned in such manner as to affect this Certificate, we will endeavor to give written notice to the above named holder of this Certificate; but failure to give such notice shall impose no obligation or liability of any kind upon the undersigned.

Dated at PORTLAND, OREGON **this** 27TH **day of** FEBRUARY, 1962 bc

SWETT & CRAWFORD

BY L. L. Martin

SCL 5454A 50M Printed in U.S.A.

RECEIVED
FEB 27 1962
FOR FILING

6027

February 26, 1962

Mr. R. L. Coats
1270 Trenton Avenue
Bend
Oregon

Dear Sir:

On February 5th we forwarded to you three copies of contract #6027, which was awarded to you January 25, 1962, for the RR Overcrossing on the Swalley Canal-East Revere Avenue (Bend) Section of The Dalles-California Highway in Deschutes County.

Will you please return the two copies of the contract to this office with the needed signatures on both the Contract and Bond pages, as no payments can be made on this contract until these copies are completely executed.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

RECEIVED
FEB 5 1962
COMMISSIONERS
FOR FILING

M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

122 (22)
6027

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

February 5, 1962

Mr. R. L. Coats
1270 Trenton Avenue
Bend
Oregon

Dear Sir:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission, as follows:

Contract #6027, awarded January 25, 1962, for construction of a RR Overcrossing on the Swalley Canal-E. Revere Ave. (Bend) Section of The Dalles-California Highway in Deschutes County.

Please execute two of these copies as to contract and bond, and return both copies to this office for execution by the Highway Commission. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT SO IT WILL NOT BE NECESSARY TO RETURN THE FORMS TO YOU FOR CORRECTION.

The third copy of the contract, on the cover of which is stamped "ADVANCE COPY to be Retained by Contractor," is furnished for your information pending receipt of a copy containing the signatures of the State Highway Commission.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

PS: Just a reminder to have your signature read the same as your name is given on the Contract and Bond pages. Thank you.

dc

RECEIVED
FEB 21 1962
FOR FILING

FILED
6027

January 25, 1962

R. L. Coats
1270 Trenton Avenue
Bend, Oregon

Dear Mr. Coats:

The State Highway Commission on January 19, 1962 accepted your proposal for the overcrossing of Oregon Trunk Railway, Swalley Canal-East Revere Avenue (Bend) Section of The Dalles-California Highway, Deschutes County, for the sum of $119,610.00, and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled.

Those conditions have now been satisfied, and the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. The project has been assigned Contract No. 6027.

This letter confirms my wire to you of this date. Contract forms are now being prepared and will be mailed to you shortly for execution.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

cc: Pacific Builder & Engineer, Inc., Seattle
Daily Journal of Commerce, Seattle
Daily Journal of Commerce, Portland
Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant

NOTED
J. Mc C.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
January 25, 1962

R. L. Coats
1270 Tregton Avenue
Bend, Oregon

Contract No. 6027, for Overcrossing of Oregon Trunk Railway, Swalley Canal-East Revere Avenue (Bend) Section of The Dalles-California Highway, Deschutes County, for which you submitted low bid on January 17, 1962 awarded you today. Contract forms follow shortly.

Floyd Query, Secretary
OREGON STATE HIGHWAY COMM.

cc: Accounting (5003-900)
LeeGatlin
General Files

RECEIVED
C 1 1962
FOR FILING
6127

January 25, 1962

Mr. C. G. Polk
Division Engineer
U. S. Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Dear Sir:

Re: Smalley Canal - E. Revere Avenue
(Bend) Section Railroad Structures
FAP No. F-123(22)

On January 17 the Highway Commission accepted the low bid of R. L. Coats of Bend in the amount of $119,610.00 for the subject project and instructed me to award the contract to said bidder as soon as necessary rights of way for the project were acquired.

All rights of way necessary for the contract have been acquired, and I propose to award the contract to R. L. Coats as of this date. May I have your concurrence in this award.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. H. Fasmen
Deputy State Highway Engineer

cc Mr. Forrest Cooper
Mr. I. D. Merchant

CAG:dl hlb

RECEIVED

FORM CD-121 (9-22-59) UNITED ST ES GOVERNMENT

Memorandum

FOR RU

F 1 -

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

6027

FROM : C. G. Polk, Division Engineer
08-35.1 Salem, Oregon

S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

DATE: January 25, 1962

SUBJECT: Oregon Project F-123(22)

As requested in your letter of today advising that all rights-of-way have been acquired for Oregon Project F-123(22), Oregon Trunk R. R. Crossing, Swalley Canal-East Revere Ave. (Bend) Section, The Dalles-California Highway, we hereby concur, as of this date, in award of Contract No., 6027 to R. L. Coats, of Bend, Oregon, low bidder in the amount of $119,610,00 at the January 17, 1962 bid opening.

Merchant
yours

JAN

RECEIVED
JAN 29 1962
FOR FILING

January 24, 1962

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Dear Sir:

Re: Oregon Trunk Railway Overcrossing
Revere Street-Swalley Canal Section
The Dalles-California Highway
Deschutes County

I am advised that you are withholding approval of the award of the contract for construction of the overcrossing of the Oregon Trunk Railway tracks just north of Bend pending advice as to approval of plans by the Railway company and justification of the additional track shown on the plans.

We have approval from the Railway company of the plans for the structure. This approval was granted some time ago contingent upon a minor revision in deck drainage, which has been made. The additional trackage was negotiated with the Railway some time ago. I am attaching a copy of a letter from Mr. Moy, Chief Engineer, SP&S Railway Company, dated March 29, 1961. Mr. Moy advises me that this site is practically within the Company's yard area and that with the increase in business in Bend, they have every intention of installing the additional track under the structure.

I would also bring to your attention the order of the Oregon Public Utility Commissioner, Order No. 38029, dated September 20, 1961, which in part reads as follows:

> "The construction shall be done in a good and workmanlike manner in accordance with accepted engineering practices and in conformity as to location, grade, elevation and general design, with revised Oregon State Highway Department Drawings No. 16029 and No. 8887-A, dated July 21, 1961, or such revisions thereof as may be mutually agreed upon by Petitioner and Respondent."

Attached are prints from our Drawings 16029 and 8287-A, which are referred to in the PUC Order. You will note that they show the additional track.

Our investigations indicate that the request of the Railway company for an opportunity to install the track is entirely justified, and we respectfully ask your concurrence in the award of the contract.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

GSPjrm
attach.

cc Mr.Forrest Cooper
Mr. P. M. Stephenson
Mr. I. D. Merchant

RECEIVED
JAN 22 1962
FOR FILING
F 123(22)
6027

January 19, 1962

R. L. Coats
1270 Trenton Ave.
Bend, Oregon

Gentlemen:

The State Highway Commission on January 19, 1962 accepted your bid in the amount of $119,610.00 for the overcrossing of Oregon Trunk Railway, Smalley Canal-A. Revere Avenue (Bend) Section of The Dalles-California Highway in Deschutes County, which was the low bid received for that job on January 17, 1962.

The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

hl

cc: Frank Morgan
L. H. Young
R. G. Savage
I. D. Merchant

RECEIVED
NOV 14 1961
FORM E-30X—80M—6-61—36682

FOR FILING

F-1. (32)

6027

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 13, 1961

SUBJECT: Pux 438 - Third St. (Bend) O-Xing
Oregon Trunk Railway
Deschutes County
File 33196

To: Mr. Earl Saling
Right of Way Manager
O f f i c e

Attached please find fully executed copy of easement agreement between Oregon Trunk Railway and the State relative to the above-titled matter. This instrument should be recorded and the Railroad Company advised of the recording reference.

After processing by your office the executed easement should be forwarded to Mr. Query for the Commission's files. Distribution of conformed copies has been made as indicated below.

GLEN V. SORENSEN
Staff Attorney

GVS:ks
attach.

cc: G. S. Paxson
Ivan Merchant
Tom Edwards
I. A. DeFrance
Dean Swift
J. W. Nash
C. H. Maisen

RECEIVED
NOV 15 1961
OFFICE OF
STATE HIGHWAY ENGINEER

Pux 438
File 33196

KNOW ALL MEN BY THESE PRESENTS that OREGON TRUNK RAILWAY, a Washington corporation, for and in consideration of the sum of One Dollar ($1.00) and other valuable considerations to it paid by the STATE OF OREGON, acting by and through its State Highway Commission, does hereby grant unto the State of Oregon the right and easement to construct and maintain an overhead highway bridge over and across a parcel of land in the City of Bend, Deschutes County, Oregon, described as follows:

A parcel of land lying in the SW¼NW¼ of Section 28, Township 17 South, Range 12 East, W.M., Deschutes County, Oregon, and being a portion of the right of way of the Oregon Trunk Railway; the said parcel being that portion of said Railway right of way situated in said SW¼NW¼ and included in a strip of land 110 feet in width, 75 feet on the Easterly side and 35 feet on the Westerly side of the center line of the The Dalles-California Highway as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 19+00, said Station being 632.11 feet South and 253.47 feet East of the Northwest corner of said SW¼NW¼; thence South 24° 10' 28" East, 137.95 feet; thence on an increasing spiral curve right (the long chord of which bears South 20° 10' 28" East) 400 feet to Station 24+37.95, Highway center line Station 21+31.74 being coincident to Railroad center line Station 31+93.91.

(Bearings used herein are based upon the Oregon Co-ordinate System, South Zone.)

The parcel of land to which this description applies contains 0.39 acre.

This easement is granted upon the conditions that in the event the State of Oregon, by and through its State Highway Commission, shall abandon the use of the above described premises, or any part thereof, for highway purposes, then that part of said premises so abandoned shall revert to Oregon Trunk Railway, its successors and assigns.

IN WITNESS WHEREOF, Oregon Trunk Railway has caused this instrument to be executed by its officers duly authorized and its corporate seal to be affixed this 1st day of November, 1961.

OREGON TRUNK RAILWAY

By /s/ N. S. Westergard
Vice President and General Manager

Attest /s/ H. F. Moy
Secretary

Acknowledged by Oregon Trunk Railway Company, November 1, 1961

RECEIVED
NOV 10 1961
FOR FILING
6137

Salem, Oregon
November 10, 1961

Mr. Glen Sorenson

Deschutes County
Bend Canal-East
Revere Avenue
The Dalles-California Highway

Herewith the original grant of easement from the Spokane, Portland & Seattle Railway Company covering the overcrossing of their tracks. You will note that they expect this to be recorded and wish advice as to the recording references.

Will you please handle this matter.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSPjac

cc to: Mr. Tom Edwards
Mr. Ivan Merchant
Mr. Dean Swift

FORM 1820

SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY

OREGON TRUNK RAILWAY
OREGON ELECTRIC RAILWAY COMPANY
RUTH REALTY CO.

W. P. GARRETT
RIGHT OF WAY AND TAX AGENT

RIGHT OF WAY & TAX DEPARTMENT

1101 N. W. HOYT STREET
PORTLAND 7, OREGON

H. E. HUDSON
ASSISTANT RIGHT OF WAY AND TAX AGENT

R. E. HAMILTON
TAX AGENT

November 7, 1961
File: 1137

Mr. G. S. Paxson
Asst. State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

Under date of June 8, 1961 you wrote to Mr. H. F. Moy, Chief Engineer, Oregon Trunk Railway, regarding the overcrossing of the railroad's main line by The Dalles-California Highway in Bend, Oregon.

Construction agreement dated September 15, 1961 between the Highway Commission and the Railway Company provided that the Railway Company grant the State an easement for the highway overcrossing. Accordingly, the Oregon Trunk has executed an easement under date of November 1, 1961 which is enclosed. After you have had this instrument recorded we would appreciate advice of the recording references.

Yours very truly,

W P Garrett

Right of Way and Tax Agent

HEH/daj
Encl.

RECEIVED
NOV 9 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 20 1961
FOR FILING

RAILROAD COMPANIES
FILE No.

FORM E-30 80M 7-60 29396

F-11(-2)
6247

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 18, 1961

SUBJECT: Pux 438 - Third St. (Bend) O-Xing
Oregon Trunk Railway
Deschutes County
File 33196

To: Mr. Floyd Query, Secretary
State Highway Commission
O f f i c e

Attached please find fully executed copy of agreement between Oregon Trunk Railway and the State relative to the above-titled matter. This agreement should be placed in the Commission's files.

GLEN V. SORENSEN
Staff Attorney

GVS:ks
attach.

cc: G. S. Paxson
Ivan Merchant
Tom Edwards
I. A. DeFrance
Dean Swift
J. W. Nash
C. H. Maison

RECEIVED
SEP 27 1961
FOR FILING
5-123(22)
6-27-7

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

September 26, 1961

SUBJECT:

To:

Mr. H. F. Moy, Chief Engineer
Spokane, Portland & Seattle Railway Co.
1101 N. W. Hoyt Street
Portland 7, Oregon

Re: Pux 438 - Third St.(Bend) O-Xing
Oregon Trunk Railway
File 33196

Dear Mr. Moy:

Herewith I hand you two copies of agreement in the above entitled matter.

After this agreement has been signed by your company I would appreciate receiving ten copies of Exhibit "B" when the State's executed copy is returned.

Yours very truly,

L. I. LINDAS
Chief Counsel

By
GLEN V. SORENSEN
Staff Attorney

GVS:ks
enc. 2

cc: G. S. Paxson

RECEIVED
SEP 26 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FU SEP 27 1961
FOR FILING

F-122(3)
122

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 26, 1961

SUBJECT: Pux 438 - Third St.(Bend) O-Xing
Oregon Trunk Railway
Deschutes County

To: Mr. G. S. Paxson
Asst. State Highway Engineer
O f f i c e

Attached please find copy of Public Utility Commissioner's Order No. 38029 relative to the above-titled matter.

The order issued is in accordance with the petition of the Highway Commission and the testimony presented at the hearing.

GLEN V. SORENSEN
Staff Attorney

GVS:ks
attach.

cc: Ivan Merchant
Tom Edwards
I. A. DeFrance
Dean Swift
J. W. Nash
F. B. Crandall
H. B. Simpson

RECEIVED
SEP 28 1961
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. PAXSON

Order #38029

BEFORE THE PUBLIC UTILITY COMMISSIONER

OF OREGON

SXF-197

In the matter of the Petition of the STATE OF OREGON, by and through its State Highway Commission, for permission to construct a highway above grade of the tracks of Oregon Trunk Railway Company, known as the THIRD STREET (Bend) OVERCROSSING project, in Deschutes County, Oregon.	ORDER

The above entitled matter was duly heard on August 25, 1961, at Bend, Oregon, before Harold W. Pierce, Examiner for the Commissioner. The following appearances are of record herein:

For Petitioner:

Glen V. Sorensen, Assistant Attorney General, of Counsel for the Oregon State Highway Commission

For Respondent:

Michael Pertschuk, Attorney, Portland, Oregon
In behalf of Oregon Trunk Railway Company

On June 23, 1961, the above named Petitioner filed with the Commissioner, pursuant to the provisions of ORS 763.080 and ORS 763.040, a Petition for permission to construct a highway above grade of the tracks of Respondent, known as the Third Street (Bend) Overcrossing project, in Bend, Deschutes County, Oregon.

Attached to and made a part of the Petition is Plan and Elevation Drawing No. 8887-A, dated April 11, 1961, which also contains grade line, superelevation, and clearance diagrams and a vicinity map, and Drawing No. 16029, revised April 11, 1961, containing more detailed profile diagrams and a topographical vicinity map.

The Petition also sets forth the proposed manner in which the construction and maintenance of the overcrossing will be handled and the costs thereof borne.

Notice of the Petition and copies thereof were duly served upon Respondent, the Mayor and City Council of the City of Bend and the County Court of Deschutes County. No formal Answers to the Petition were filed. Respondent and the City of Bend, by letters dated July 5, 1961, and July 7, 1961, respectively, advised the Commissioner that they had no objections to the proposed overcrossing, nor to the entry of a proper order in accordance with the Petition.

The matter was thereafter set down for hearing and notice thereof duly served upon the parties of record.

At the commencement of the hearing Petitioner moved to amend the Petition by making a part thereof Drawings Nos. 8887-A and 16029, with revision dates of July 21, 1961, in lieu of those originally attached to the Petition, and by substituting the figure 5.672%, in lieu of 6%, in the second line of paragraph VI on page 2 of the Petition. The revised drawings reflect a change in the grade line only and the motion to amend was allowed.

Evidence was adduced on behalf of Petitioner and Respondent, the hearing was completed and the matter submitted for determination. Based upon said evidence and record it is found that:

Petitioner proposes the construction, on a revised location, of the Bend North City Limits-Franklin Avenue unit of the Bend By-Pass Section of The

Dalles-California Highway (U.S.H.R. No. 97), and, as a part thereof it will be necessary to construct an overcrossing of the tracks of Respondent, in Section 28, Township 17 South, Range 12, East of the Willamette Meridian, in Deschutes County, at the present intersection of said tracks with the platted location of Third Street in the City of Bend.

The center line of the proposed highway will intersect the center line of Respondent's main line track at Highway Survey Station "Le" 21+31.74 and Railroad Survey Station 31+93.91, at an angle of 41° 19' 15" in the northwest quadrant. The overcrossing structure will be 279 feet in length between centers of end bents, consisting of one 40 foot and one 27 foot reinforced concrete deck girder spans at the north end, a 123 foot welded steel beam span over the track area and a 27 foot and two 31 foot reinforced concrete deck girder spans at the south end. The roadway will be two-lane, having a width of 30 feet between curbs. No provision will be made for sidewalks. The deck and roadway surfaces are aligned on a 1160 foot vertical curve which joins tangent approach grades of 5.672% ascending from the north and 3.85% ascending from the south and constitutes an average roadway gradient on the structure of 1.60% ascending to the south. The structure will pass over Respondent's main line track, a passing track and a storage track. Provision is made in the plan of the overcrossing structure for the installation of an additional main line track.

There will be no impaired clearances during construction and all clearances provided for the completed structure, as shown in revised Drawing No. 8887-A, will exceed the minimums set forth in Commissioner's Order No. 33700.

The estimated annual average daily volume of vehicular traffic over the proposed overcrossing is 4,000 vehicles, subject to normal annual increases. The annual average daily volume of rail traffic is 14 train movements, including four switching movements.

Petitioner proposes that the construction and maintenance of the overcrossing be handled and the costs thereof borne as follows:

Petitioner will:

(a) Prepare plans and specifications and award a contract or contracts for the construction of the proposed grade separation structure, including highway approaches, and supervise the construction thereof.

(b) Finance the construction of said project, including reimbursement to Respondent for necessary expenditures incurred in connection therewith.

(c) Maintain the overcrossing structure with its embankments, appurtenances and approaches after completion of the project.

Respondent will:

(a) Subject to reimbursement by Petitioner, furnish such engineering, inspection, watchman and flagman services as may be necessary to protect railroad operations during construction of the project and remove and replace in permanent locations existing signal and communication lines to protect the same during construction of the project.

(b) At its own cost and expense, maintain the railroad tracks with their appurtenances and facilities after completion of the project.

No objections to these proposals were made and they are approved. The provisions therein relating to division of the costs and expenses involved are just and reasonable under the circumstances.

From the foregoing it is concluded that the proposed overcrossing is necessary in connection with the construction on a revised location of a portion of the Bend By-Pass Section of The Dalles-California Highway and is required in the interest of public safety, convenience and general welfare. Permission for the construction

thereof should be granted upon the terms and conditions hereinafter set forth; it is therefore

ORDERED that the permission requested in the Petition of the State of Oregon, by and through its State Highway Commission, for the construction of a highway above grade of the tracks of Oregon Trunk Railway Company, known as the Third Street (Bend) Overcrossing project, be and the same is hereby granted, subject to the following terms and conditions:

(1) The construction shall be done in a good and workmanlike manner in accordance with accepted engineering practices and in conformity as to location, grade, elevation and general design, with revised Oregon State Highway Department Drawings No. 16029 and No.8887-A, dated July 21, 1961, or such revisions thereof as may be mutually agreed upon by Petitioner and Respondent.

(2) Construction and maintenance of the overcrossing and railroad tracks shall otherwise be done and the costs thereof borne in accordance with the findings of the Commissioner hereinabove made;

and it is further

ORDERED that No.28T-150.34-A shall be assigned to the subject overcrossing in the Commissioner's Catalog of Crossings in the state of Oregon; and it is further

ORDERED that the within order shall be effective on the date of the execution hereof.

Made and entered this 20th day of September, 1961.

Joel C Hill
Public Utility Commissioner

(SEAL)

RECEIVED
OCT 16 1961
FOR FILING
F-123(22)
W27

MISC. CONTRACTS and
AGREEMENTS No.

Salem, Oregon
September 22, 1961

Agenda Item 5-gg

Crossing Agreement
Swalley Canal-East Revere Ave. Sec.
The Dalles-California Highway

Mr. L. I. Lindas
Chief Counsel
Office

Attention: Mr. Jack L. Sollis
Staff Attorney

Attached are three copies of an agreement with the Bureau of Reclamation and the North Unit Irrigation District covering crossing of the North Unit Main Line Canal which is owned and operated by the Bureau and the District, in connection with construction of Swalley Canal-East Revere Avenue section of The Dalles-California Highway in and near Bend. These copies have been executed by the State Highway Commission and are now ready for execution by the Bureau of Reclamation and the North-Unit Irrigation District.

A conformed copy of the above agreement has been retained pending receipt of a fully signed copy.

Secretary

rn
Attach: 3

FORM E-123-X BOM 6-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

Mr. Query

AGENDA
SEP 18 1961
*1 599

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

September 13, 1961

Oregon State Highway Commission

Gentlemen:

The construction of the Smalley Canal-East Revere Avenue Section of The Dalles-California Highway in and north of Bend requires the crossing of the North Unit Main Line Canal, which is owned and operated by the North Unit Irrigation District and the U. S. Bureau of Reclamation.

There will be before you at this Commission meeting an agreement between the Bureau of Reclamation and the District and the State covering the crossing of this canal. I would recommend your approval and execution of the agreement.

Very truly yours,

Forrest Cooper
Acting State Highway Engineer

I copy for each Supplier

(A)
3 COPIES TO
BE SIGNED
(by Commission)

NOTED
FLOYD QUERY

M

FORM E-90 50M 7-59 22124

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 12, 1961

SUBJECT: Crossing Agreement
Swalley Canal-East Revere Avenue Section
The Dalles-California Highway

To: G. S. Paxson
Assistant State Highway Engineer

O f f i c e

Enclosed please find 11 copies of a crossing agreement with the North Unit Irrigation District and the Bureau of Reclamation. This agreement concerns the structure over the canal of the North Unit Irrigation District in conjunction with the Swalley Canal-East Revere Avenue Section of The Dalles-California Highway.

Enclosed also is a copy of a letter from the Bureau of Reclamation suggesting changes which have been incorporated into the agreement and their acknowledgment that the agreement will be acceptable if the changes are made.

Jack L. Sollis
Staff Attorney

JLS:ckr
Att.

RECEIVED
SEP 13 1961
STATE HIGHWAY ENGINEER

5L-21

FORM E-123-X 50M 1-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

AGENDA
SEP 15 1961
5L-2

September 11, 1961

Oregon State Highway Commission

Gentlemen:

Re: Smalley Canal-Revere Street Section
The Dalles-California Highway

The reconstruction of the The Dalles-California Highway in and north of Bend necessitates the crossing of the North Unit Main Canal and ditch rider road of the Central Oregon Irrigation District. There will be before you at the next Commission meeting an agreement with the District covering the crossing.

Your approval of the agreement and authority for the Secretary to execute the agreement are recommended.

Very truly yours,

Forrest Cooper
Acting State Highway Engineer

(A)
2 COPIES TO
BE SIGNED

M

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
REGIONAL OFFICE, REGION 1
BOX 937, BOISE, IDAHO

IN REPLY
REFER TO:424

SEP 8 1961

AIRMAIL

Oregon State Highway Department
Salem, Oregon

Attention: Mr. Jack Sollis

Re: Crossing Agreement
Swalley Canal - East Revere Ave. Station
The Dalles - California Highway

Dear Mr. Sollis:

We have reviewed the proposed crossing agreement furnished with your letter of August 24, 1961, and offer the following suggestions:

Since the agreement covers more than just the right-of-way over the North Unit Main Canal, we believe it would be appropriate to attach a drawing on which all the items can be easily identified. We have in mind particularly the location of the spoil areas from which road building material is to be removed and also the Ditch Riders Road referred to in Article 7. The sketch map furnished with your letter of August 24 would serve the purpose very well.

To include the map as part of the agreement, we suggest you insert the following wording just prior to the last sentence of paragraph two, line 16, page 2: "Said parcel being more particularly shown on the plat attached hereto, marked Exhibit "A", and by this reference made a part hereof." Reference to the spoil areas should then be made by eliminating the last two words (said plans) of the first sentence of Article 6 and inserting in their place the words "the attached Exhibit "A".

It is also suggested that the Ditch Riders Road mentioned in Article 7 be more clearly identified. We also understand that this road is utilized by both the Central Oregon and the North Unit Irrigation Districts. We are not familiar with the arrangement between these two districts for maintenance of the road, but it is possible that both districts participates in this responsibility. It is therefore suggested that language be used in the crossing agreement which would release the State from the maintenance responsibility without assigning it to any one party. We suggest Article 7 be revised to read as follows:

"7. The State shall reconstruct the existing Ditch Riders Road located between the United States' North Unit Main Canal and the Central Oregon Irrigation Company's North Canal, as shown on Exhibit "A", to provide adequate crossing of the State Highway. The State shall not be responsible for the maintenance of the reconstructed portion of the Ditch Riders Road after the reconstruction has been completed."

Article 11, which was mentioned in your letter of August 28, is necessary to protect the existing rights of the District and the United States, and we believe that interpretation of the article by letter would not be appropriate.

Upon inclusion of our suggested changes, the proposed crossing agreement will be satisfactory.

Our views concerning the State of Oregon's petition to exclude land from the Owyhee Irrigation District will be furnished in a separate letter.

Very truly yours,

Acting Regional Director

Copy to: North Unit Irrigation District
Madras, Oregon

RECEIVED
OCT 12 1961
FOR FILING

Salem, Oregon
September 22, 1961

Agenda Item 5-g

Mr. L. I. Lindas
Chief Counsel
Office

Attention: Mr. Glen V. Sorensen
Staff Attorney

Pux 438 - Third S. (Bend) O-Xing
Oregon Trunk Railway
Deschutes County
File 33196

Attached for further handling are two copies of an agreement with the Oregon Trunk Railway and he State covering the Third Avenue Overcrossing north of Bend. These copies have been executed by the State Highway Commission and are now ready for execution by the Railway Company.

When fully signed please return one copy to this office for the Commission's files.

Secretary

rn
Attach: 2

FORM E-20 80M 6-61 30691

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 30, 1961

AGENDA
SEP 15 1961
5g

SUBJECT: Pux 438 - Third St. (Bend) O-Xing
Oregon Trunk Railway
Deschutes County
File 33196

To: Mr. Floyd Query, Secretary
State Highway Commission
O f f i c e

Please find attached two copies of proposed agreement between the Oregon Trunk Railway and the State covering the Third Avenue Overcrossing north of Bend. This agreement should be presented to the Commission for execution.

After it has been executed by the Commission, please return both copies to this office for further handling.

GLEN V. SORENSEN
Staff Attorney

GVS:ks
attach. 2

cc: G. S. Paxson

(A)
2 COPIES TO BE SIGNED

RECEIVED
AUG 31 1961
OFFICE OF
STATE HIGHWAY ENGINEER

M

RECEIVED
AUG 29 1961
FOR FILING
F-17,212

Salem, Oregon
August 28, 1961

Mr. Leonard I. Lindas

Attention: Mr. Glen Sorenson

Herewith duplicate copies of an agreement between the State and the Oregon Trunk Railway covering the Third Avenue Overcrossing north of Bend. These meet with my approval and if satisfactory to your office, please arrange for their presentation to the Highway Commission.

I would like to have six copies of the agreement prior to presentation for use by our construction forces.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

FORM 1812

SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY

OREGON TRUNK RAILWAY
OREGON ELECTRIC RAILWAY COMPANY
RUTH REALTY CO.

OFFICE OF CHIEF ENGINEER

1181 N. W. HOYT STREET
PORTLAND 7, OREGON

H. F. HOY,
SECRETARY
CHIEF ENGINEER

August 24, 1961

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Dept.
Salem, Oregon

Attention: Mr. G. S. Paxson

Dear Sir:

Reference is made to your letter of August 18, 1961, regarding proposed agreement covering construction of the Third Avenue overcrossing of the Oregon Trunk Railway tracks in Bend, Oregon.

The changes you suggested have been incorporated in the agreement and two revised copies of same are forwarded to you herewith. After both copies have been executed by the Highway Commission, will you please return them to this office for execution by Railway Company.

Very truly yours

Chief Engineer

RAO
Att.

RECEIVED
AUG 21 1961
FOR FILING

August 18, 1961

Mr. H. F. Moy, Chief Engineer
Spokane, Portland & Seattle Railway Co.
1101 N. W. Hoyt Street
Portland 7, Oregon

Re: Third Avenue (Bend) Overcrossing
The Dalles-California Highway
Deschutes County

Dear Sir:

Reference is made to your letter of August 14, addressed to Mr. Ivan Marchant, with which you submitted copies of the proposed agreement between the State and the Oregon Trunk Railway covering the overcrossing of your tracks in Bend. In going over this agreement, I find several minor corrections that I believe should be made, and I am, therefore, returning the two copies of the agreement to you.

On page 1 in the first line of the second paragraph, the word "interstate" is used. This is not on an interstate highway, and I would suggest that rather than "federal interstate highway program", the words "federal-aid highway program" be used.

In this same paragraph, in the fifth line, the railway station is given as P.O.T. 31+94.46. The correct stationing is 31+93.91. This latter stationing, of course, corresponds to the exhibits which were presented at the P.U.C. hearing. While not too important, I believe the formal agreement should show the correct stationing.

On page 2 under B 1. is a paragraph providing that the Railway, at State's expense, should remove such part of the tracks as may be necessary for construction of the project. There will be no track removal in connection with this project. The face of the closest column is approximately 12 feet from the track. The footings are on solid rock, practically exposed, and there will be no interference with your tracks in any of our construction. I would suggest that this paragraph be eliminated from the agreement, and that the following items be renumbered. While it may be said that if there is no necessity for track removal, the paragraph would have no effect, these have to be approved by the U. S. Bureau of Public Roads, and they are sure to question the inclusion of such a provision.

On page 3, Section V., a statement of the time limit for Railway billing should be included to comply with the requirements of PPM 21-10. I would suggest the addition of a sentence to this article reading as follows: "Railway will submit complete billing for flagging and other protective services within one hundred and twenty (120) days after completion of the project, provided the State advises the Railway of the commencement of the 120-day period by notifying Railway of completion of the project."

In "Exhibit A", Estimate of Cost of Work, item No. 1 refers to the paragraph commented on above relative to removal of track and should be eliminated from the exhibit, remembering the items which follow.

On the exhibit map ("Exhibit B"), the railway stationing is shown as 31+94.46 and should be changed to 31+93.91.

I believe rather than making the changes in this office, they should be processed through your office. We are advertising for bids on the grading for this project, which will involve a small amount of embankment on your right of way, for September 13. It would be appreciated if consideration of the points raised in this letter could be expedited as much as possible so that we will be in position to make the award of the contract on the opening date.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:as

cc to: Mr. W. C. Williams
Mr. Ivan D. Merchant

FORM 1812

SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY

OREGON TRUNK RAILWAY
OREGON ELECTRIC RAILWAY COMPANY
RUTH REALTY CO.

H. F. MOY,
SECRETARY
CHIEF ENGINEER

OFFICE OF CHIEF ENGINEER

1101 N. W. HOYT STREET
PORTLAND 7, OREGON

August 14, 1961

Mr. Ivan D. Merchant
Bridge Engineer
State Highway Department
Salem, Oregon

Dear Mr. Merchant:

Reference is made to your letter of May 16, 1961, relative to the preparation of a construction agreement to be entered into between the State of Oregon and the Oregon Trunk Railway covering construction of The Dalles-California Highway overcrossing of the railroad in the vicinity of Third Street and Yale Avenue within the City of Bend.

Proposed agreement is enclosed in triplicate. It is requested that two copies be executed by the State and returned to this office for dating and signature of Railway Officers. The third copy is to be considered an interim copy until a fully executed one can be furnished.

I am returning the ribbon copy of "Relations with Railroad Company" with deletions and additions indicated in red.

Very truly yours,

NOTED

H F Moy

Chief Engineer

WVC
Encls.

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM AUG 15 1961 PM
7,8,9,10,11,12,1,2,3,4,5,6

RECEIVED
AUG 13 1961
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 17, 1961

To: Mr. Ivan D. Merchant
Bridge Engineer
O f f i c e

SUBJECT: Pux 438 - Third St. (Bend)
O-Xing
Oregon Trunk Railroad
Deschutes County

This is to advise you that hearing on the above-titled matter has been set for Friday, August 25, 1961, at 10:00 A.M. PST, at the Deschutes County Courthouse in Bend, Oregon.

GLEN V. SORENSEN
Staff Attorney

GVS:ks

cc: G. S. Paxson

NOTED
G. S. PAXSON

RECEIVED
AUG 17 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 4 1961
FOR FILING
F-12: 2
7

August 3, 1961

Mr. H. F. Moy, Chief Engineer
Spokane, Portland & Seattle Railway Company
1101 Hoyt Street
Portland 7, Oregon

Re: Bend North City Limits-
Franklin Avenue Section
The Dalles-California Highway

Dear Sir:

An application to the Public Utility Commissioner for authorization to construct an overcrossing of your tracks on an extension of Third Avenue near the north city limits of Bend was made on June 22, 1961. You have been served copies of this application.

The structure itself is not planned for contracting for several months; however, we do expect to let a contract for the approach grading at the September meeting of the Highway Commission, and it will be necessary that we submit our plans and specifications to the Bureau of Public Roads in the near future. The road work encroaches on your right of way only at the northeast corner of the structure, where we propose to build a retaining wall approximately 7 feet inside your right-of-way line and parallel with your tracks. The location of this wall is shown on Drawing 3387-A, revised July 21, 1961, copy of which is attached. To build this wall and to complete the backfill behind it in the grading job would require an encroachment on an area as shown tinted in red on the attached drawing. This area could be described as an area 15 feet in width between your stations 32+50 and 33+50 and encompassing that portion of your property not closer than 35 feet from your existing track. In order that we may proceed with our grading, I would appreciate a permit of entry onto this area for construction purposes. The easement can, of course, be made a part of the construction agreement for the project when this is complete.

The encroachment upon your property by our grading contractor will require us to provide railroad insurance, which we propose to do in the amounts of $250,000/$500,000 in the usual manner used for federal-aid projects. We would also need to include in our specifications to our contractor the conditions under which flagmen and watchmen would be required by the railroad, their rates of pay, headquarters location and travel and subsistence allowances.

If you could let me have these data by letter, I believe we can get the project on at our September letting.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ao

RECEIVED
JUL 23 1961
COMMISSIONERS
M. K. [illegible], CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM
FOR FILING
6027

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

July 26, 1961

Mr. Jonal C. Hill
Public Utility Commissioner
Public Service Building
Salem, Oregon

Re: Pur 136 - Third Street (Bend
D-ling
Oregon Trunk Railroad
Deschutes County
Your Docket No. SIF-197

Dear Sir:

Herewith I hand you one copy each of Drawings Nos. 16029 and 6087-A, with a revision dated July 21, 1961, and ask that they be substituted for the original drawings of the same numbers which were attached to the State Highway Commission's petition. These new drawings show a revision consisting of a change in the grade line.

Distribution of the revised drawings has been made as shown below.

Yours very truly,

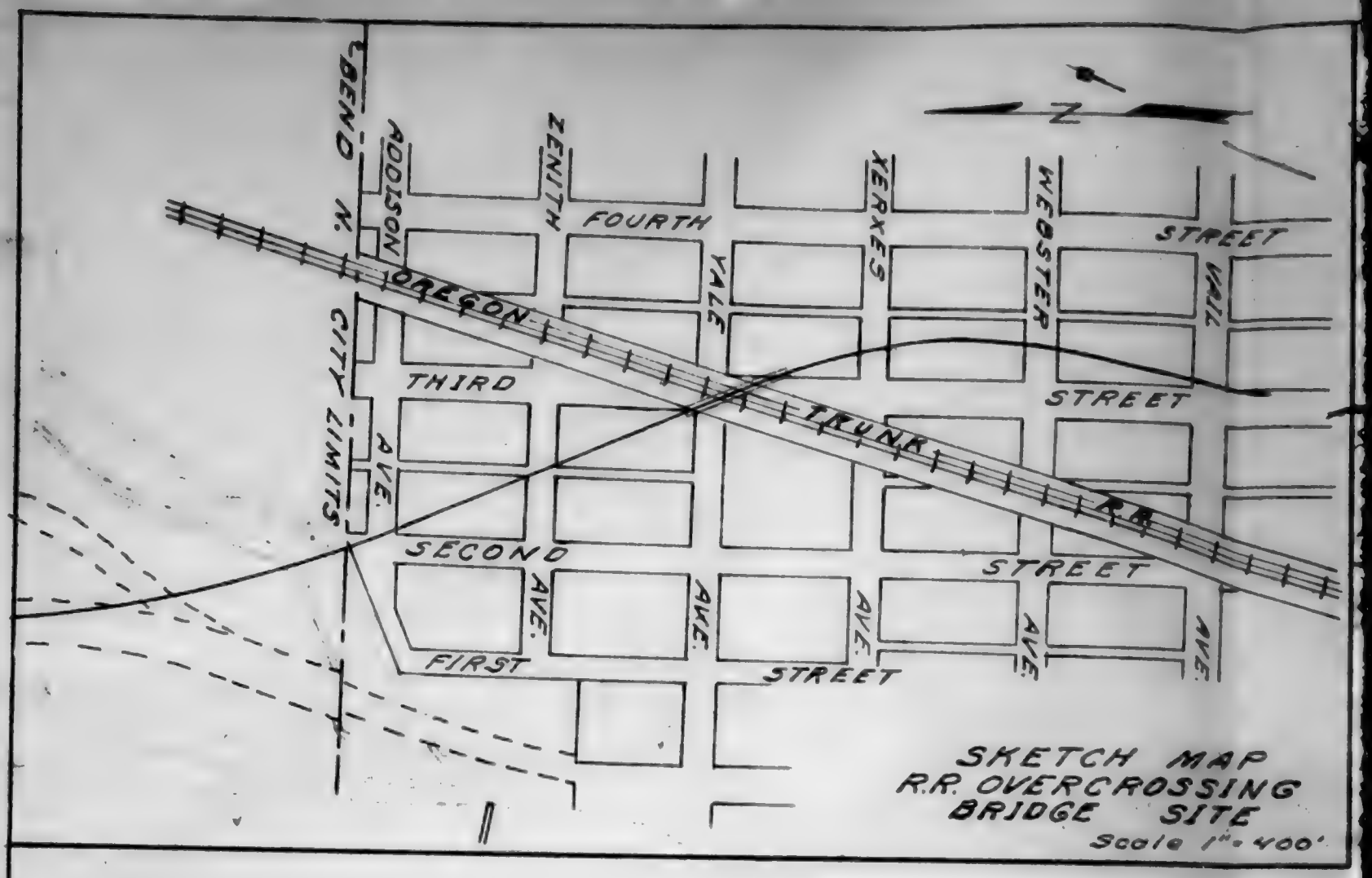
L. I. LINDAS
Chief Counsel

By
GLEN V. [illegible]
Staff Attorney

GVH:ks
attach. 2

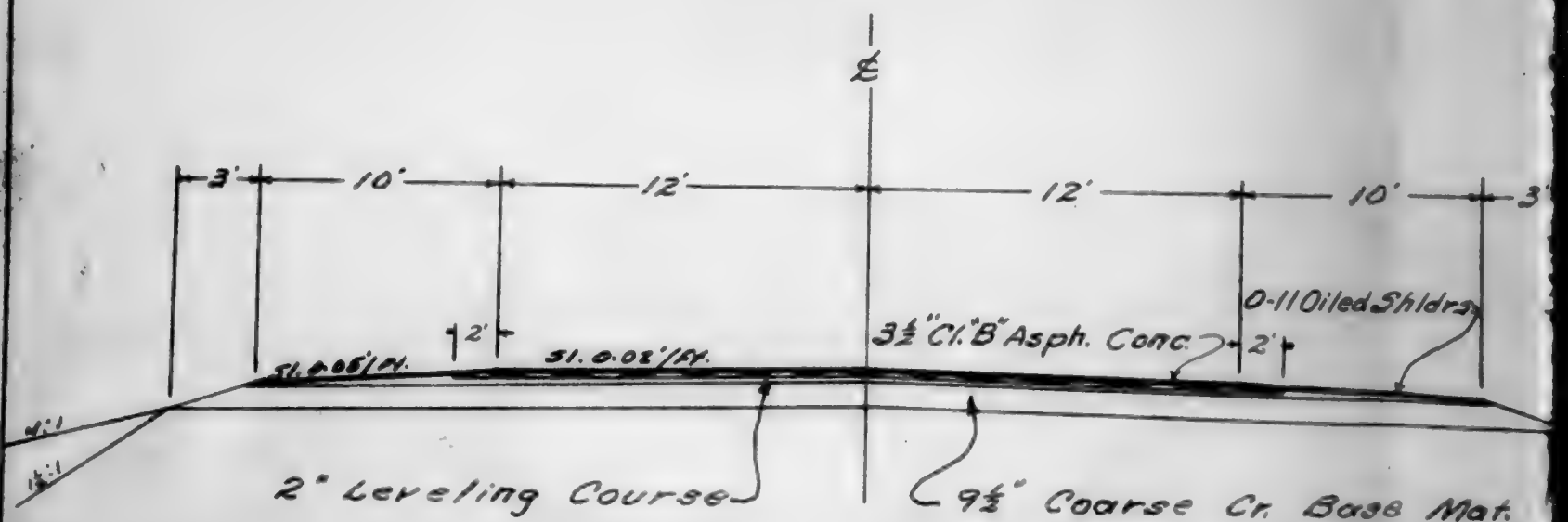
cc: Hart, Henwood, Davies, Biggs & Strayer
J. L. Monahan
Mayor & City Council, Bend
County Court of Deschutes County
Ivan Merchant
G. S. Pannon
Tom Edwards
Dean Swift

RECEIVED
JUL 26 1961
OFFICE OF
STATE HIGHWAY ENGINEER



SKETCH MAP
R.R. OVERCROSSING
BRIDGE SITE
Scale 1" = 400'

FINAL SURVEY		BY	DATE
NOTE BOOK	SURVEYED		
NO.	PLOTTED		
	TEMPLATE		
	AREAS		
	AREAS CHECKED		



"L" LINE
TYPICAL SECTION

Scale

PEET

AP
SING
TE
"=400'

3574

3576

3578

3580

3576

3574

THIRD

AVE.

S 24° 10' 28" E

3572

3574

3574

3576

25

3578

ZENITH

"LE" 13+82.02 P.T.

SECOND

3578

ST.

3' 3'

Shldrs

1ft:1

4:1

ge Mat.

Scale 1" = 50'

OREGON

AVE.

TRUNK

S 17°08'47" W

41°19'15"

"Le" 20+37.95 P.S.

"Le" 21+31.74 P.O.S.=
RR 31+93.91 P.O.T.

"Le" 24+31.33 P.O.S.=
31+94.46 P.O.T. & R.R.

"Le" 22+29 PI
El. 3629.77

66 KV Transmission line

YALE

Strong
Passing
Main

OREGON STATE HIGHWAY DEPART

OREGON TRUNK R.R. OVERCROSS
BEND N. CITY LIMITS - FRANKLI
THE DALLES - CALIF. HIGHWAY

DESCHUTES CO. NOVEMBER

FED. ROAD Div. No.	STATE	PROJECT NUMBER	FI Y
8	OREGON		

9-1411

AVE.

XERXES

3570
3592
3594
3596
3598
3600
3602
3604

31

32

"Le" 400' Sp
D=1.5
S=12° 00'

Storage Track
Passing track
Main track
PIVOT
77

"Le" 24+97.95 P.S.C.

"Le" 6° C.R.
Δ=35° 02'

"Le" 26+21.85 P.C.S.

STREET

R.R.

OREGON STATE HIGHWAY DEPARTMENT

OREGON TRUNK R.R. OVERCROSSING
BEND N. CITY LIMITS - FRANKLIN AVE.
THE DALLES - CALIF. HIGHWAY
DESCHUTES CO. NOVEMBER 1958

FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON			See Index

SHEET No.

9-1411

AVE.

XERXES

3604

32

3602

3600

3598

3596

3594

3592

3590

STREET

R.R.

"Le" 6° C.R.
Δ=35° 02'

"Le" 24+32.95 P.C.C.

"Le" 26+21.84 P.C.C.

Scale 1" = 50'

3585

Storage Track

Top of Rail

81 4½

81 6½

83 42

"℄ Le"

84 59

3585

Passing Track

Top of Rail

82 09

83 01

83 42

"℄ Le"

84 39

3585

Main Line

Top of Rail

83 33

84 33

85 23

"℄ Le"

85 06

34+00

32+00

PROFILES
OREGON TRUNK R.R.

+5.61

85.38

85.37

84.7 Top of tie

84.17

84.19

83.72

83.11

83.6 Top of tie

83.1 Top of tie

X-SECTION ORE. TRUNK R.R.

"Le" 21+31.33 = RR 31+94.46

Scale 1" = 10'-0" Hor.

1" = 1'-0" Vert.

1

0 50 40 30 20 10 0 10 20

50'

ST.

85 3/5

85 1/2

84 8/8

3610

3600

30+00

5'

6 1/2 %

SCALE 1" = 50' Hor.
1" = 5' Vert.

3590

3580

20+00

20

30

2

1160 V.C.
~~1200~~ ~~V.C.~~

OREGON TRUNK RAILWAY

Main Line

Double Passing Track

Profile 15' Rt

℄ Pro

Profile 15' Lt.

1

PROFILE
"Le" Line

20+00

Finish Grade 12' Rt.

Subgrade 12' Rt.

-69-

1+25

...rofile

1 Revised 4-11-61

2 Revised 7-21-61 (Grade line)

Br # 8887

Dwg # 16029

25+00

N

Retaining Wall

Type "A" Catch Basin
See Std. Dwg. 14660

40'-0" RCDG

27'-0" RCDG

40'-0"

27'-0"

Bent 1
"Le" 20+11

Bent 2
"Le" 20+51

Bent 3
"Le" 20+78

A

A

2'-7"

35'-2" Out-Out

30'-0" ℄ Rdwy

15'

15'

2'-7"

S24° 10' 28" E

℄ 66 KV Transmission line

"Le" 20+37.95 P.S.

"Le" 21+31.74 P.O.S. =
RR 31+93.91 POT

"Le" 400
a = 1.5
S = 12° 0

Note:
66 KV transmission line
to be relocated by others.

279'-0" Ctr-Ctr End Bents

27'-0" RCDG | 2 @ 31'-0" = 62'-0"

123'-0" Welded Steel Span

27'-0" | 31'-0" | 31'-0

Bent 4 "Le" 22+01

Bent 5 "Le" 22+28

Bent 6 "Le" 22+59

41°19'15" tan. to tan.

32+00

℄ Proposed location of communica... R.R. R/W ℄

℄ Clearance line

18'-0" Off-track maint. rdwy

15'-0" ℄ Future track

15'-0" ℄ Main line track

15'-0" ℄ Passing track

12'-0" ℄ Storage track

R.R. R/W ℄

50'-0"

31+00

S 17°08'47" W

50'-0"

400' Sp
1.5
12°00'

PLAN

Scale 1" = 20'-0"

= 62'-0" RCDG

31'-0"

"Le" 22+59

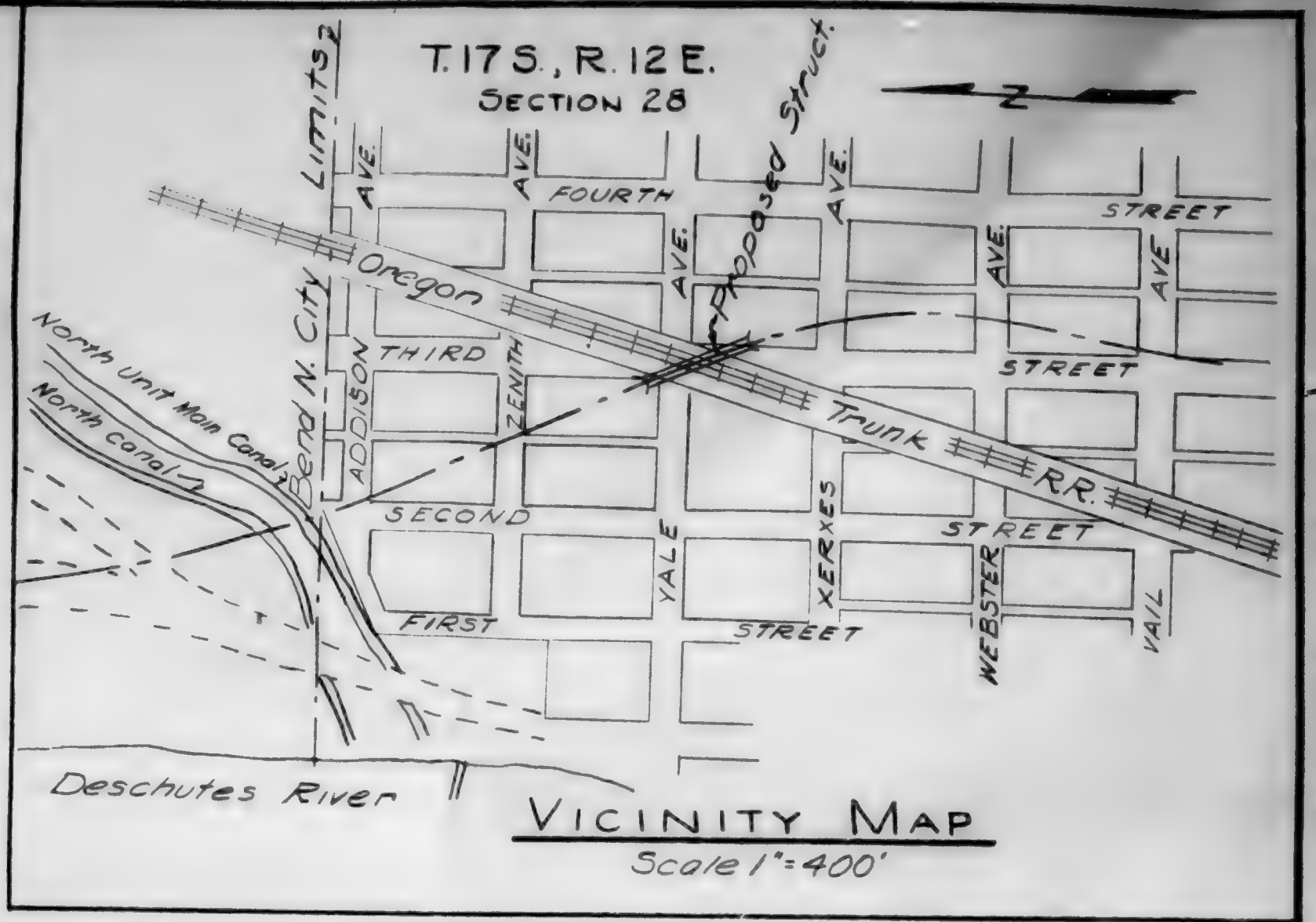
Bent 7

"Le" 22+90

Communication lines

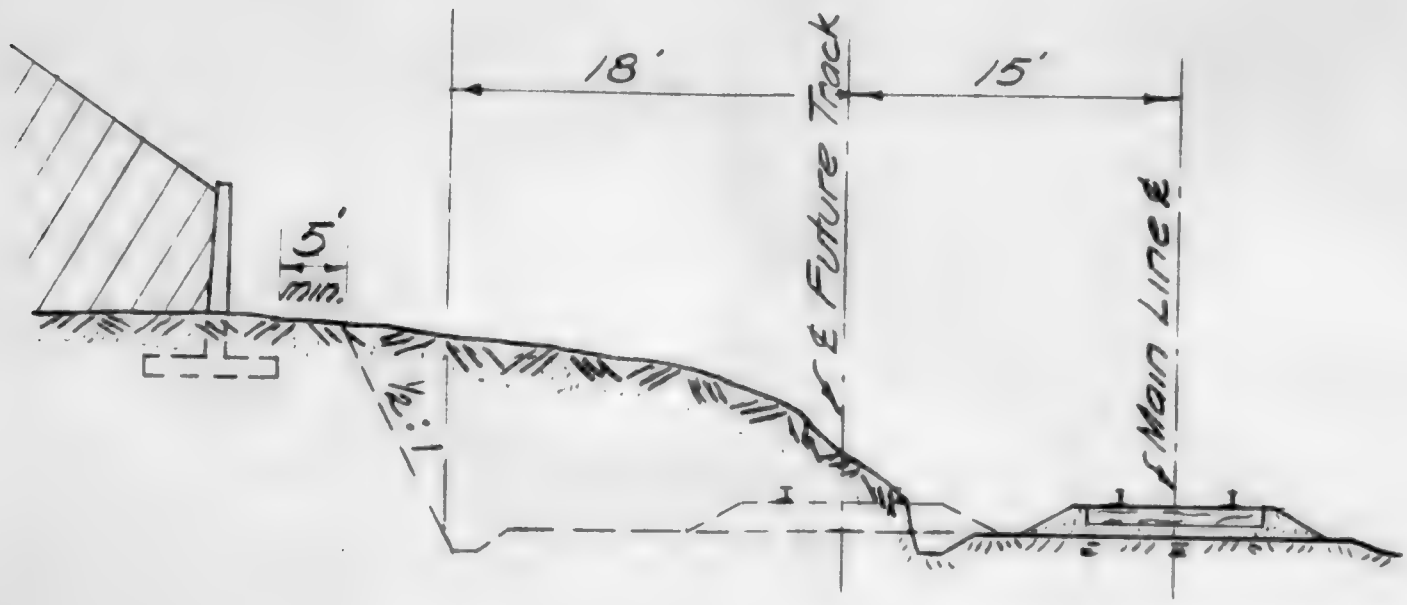
Communication lines

Retaining Wall



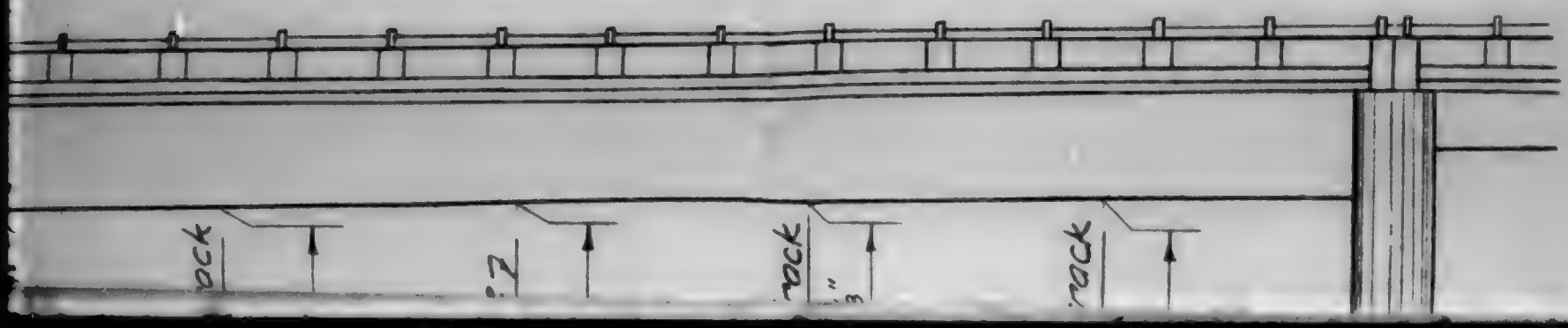
VICINITY MAP

Scale 1" = 400'



SECTION "A-A"

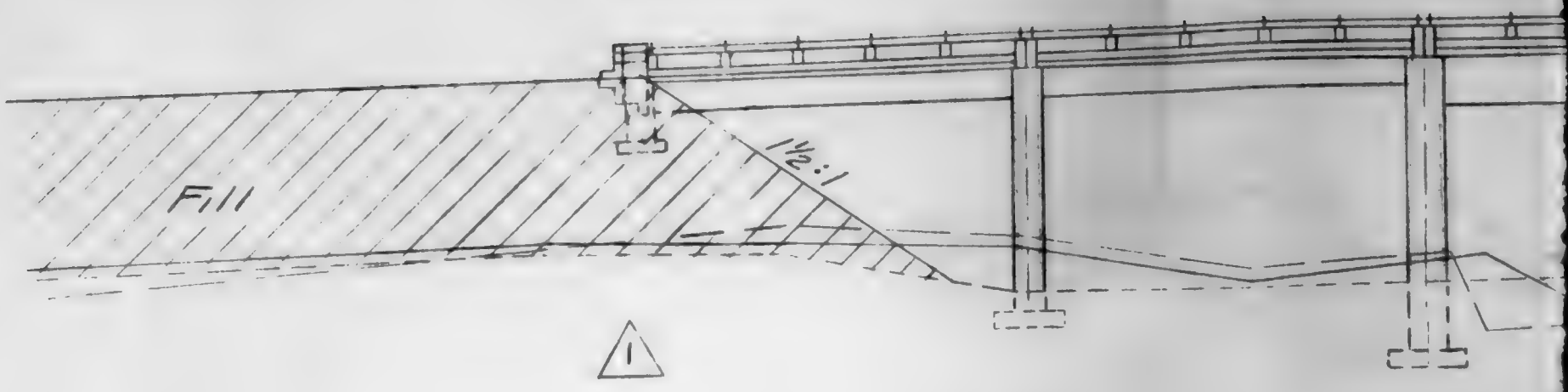
Scale 1" = 10'-0"

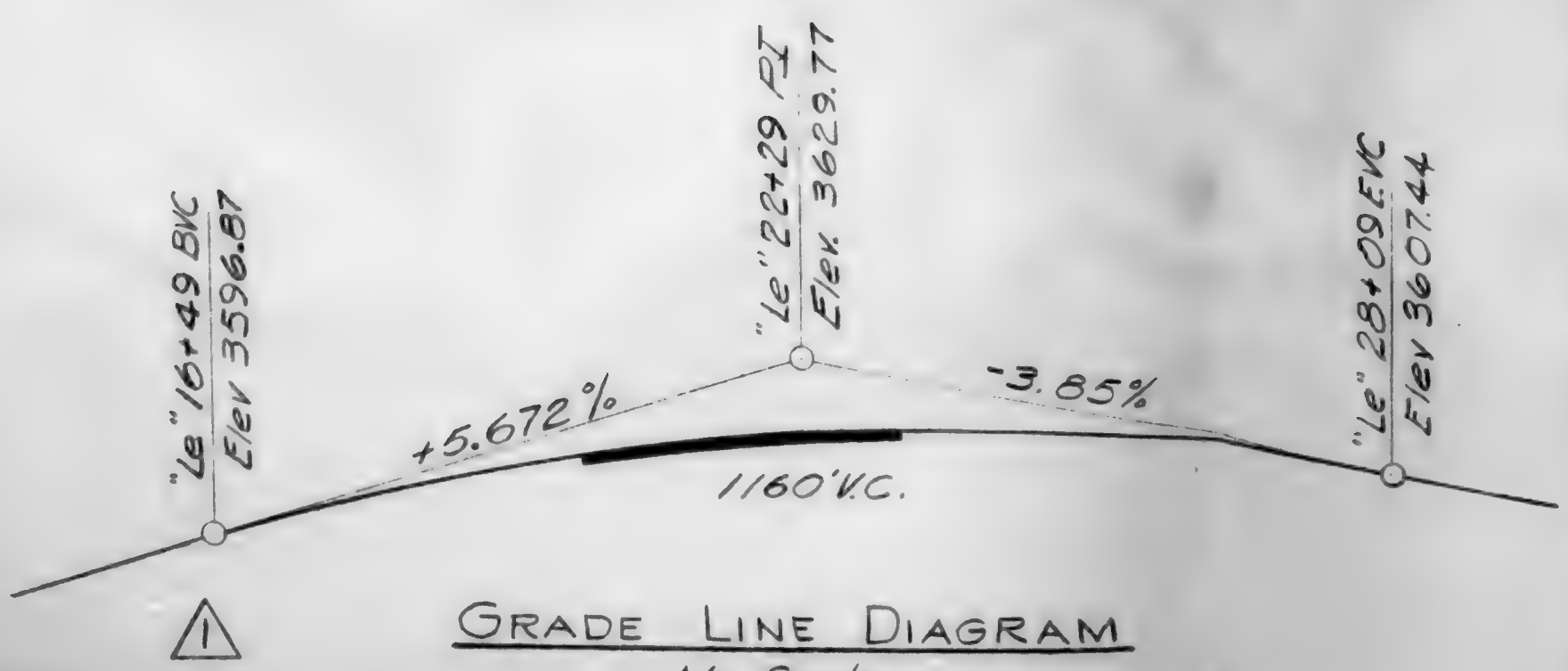


66 KV transmission line
to be relocated by others.

66 KV

Std. Pipe Pa
See Dwg. No





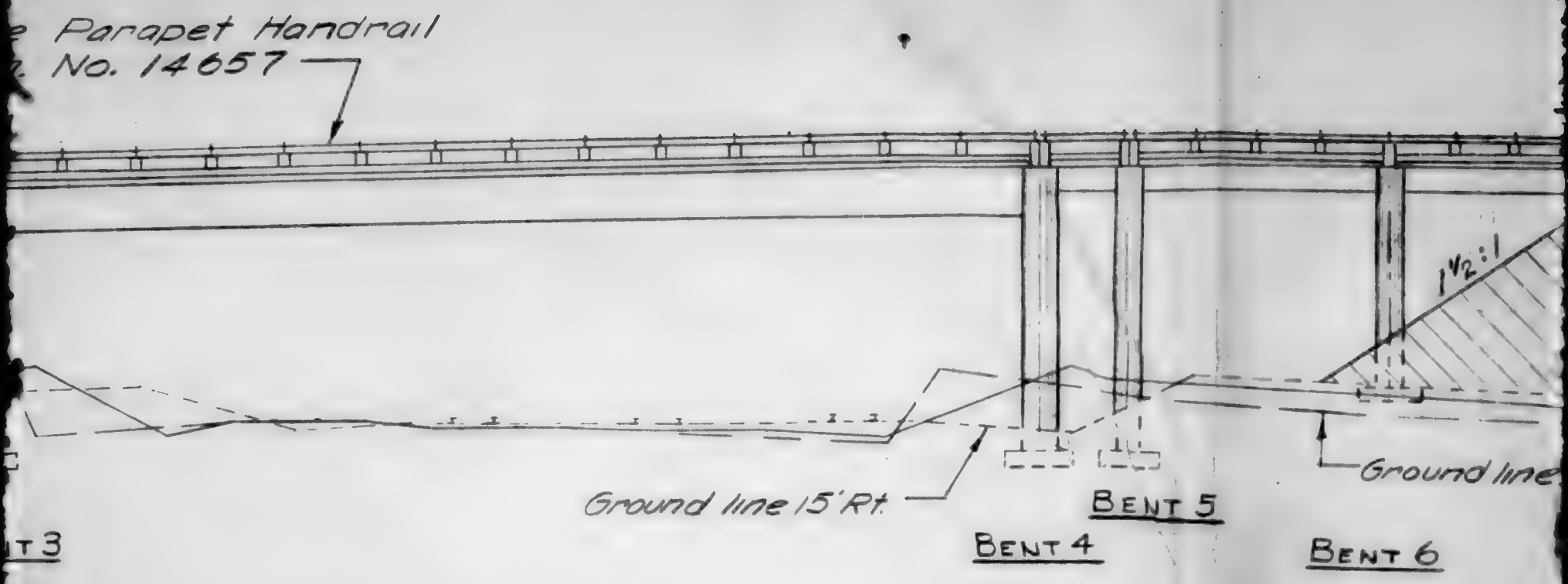
GRADE LINE DIAGRAM

No Scale

(Elev's shown are Fin. Gr. 12' Rt of ℄)

P L A N

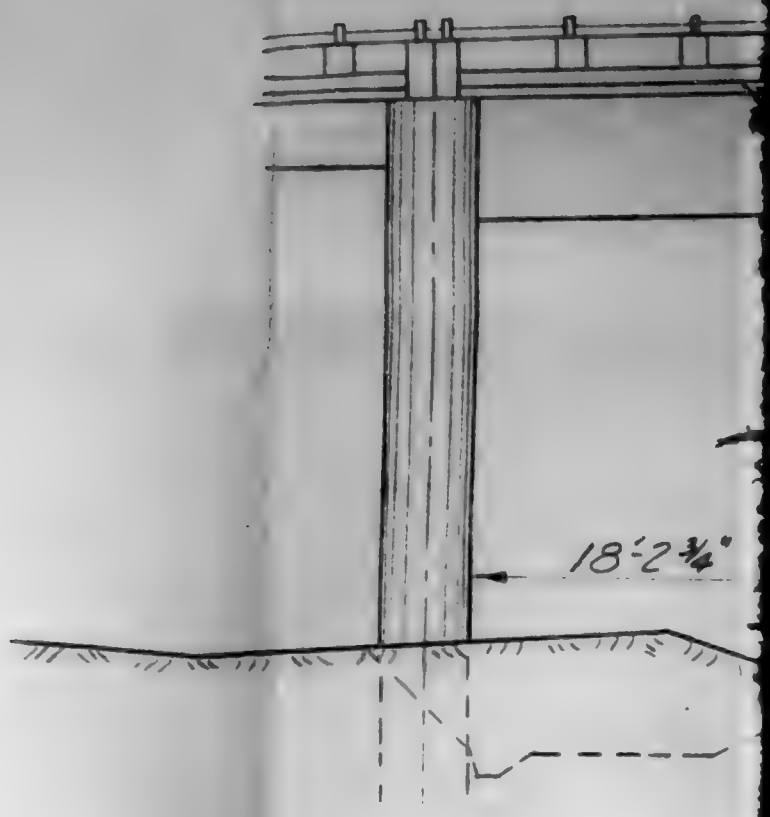
Scale 1"=20'-0"

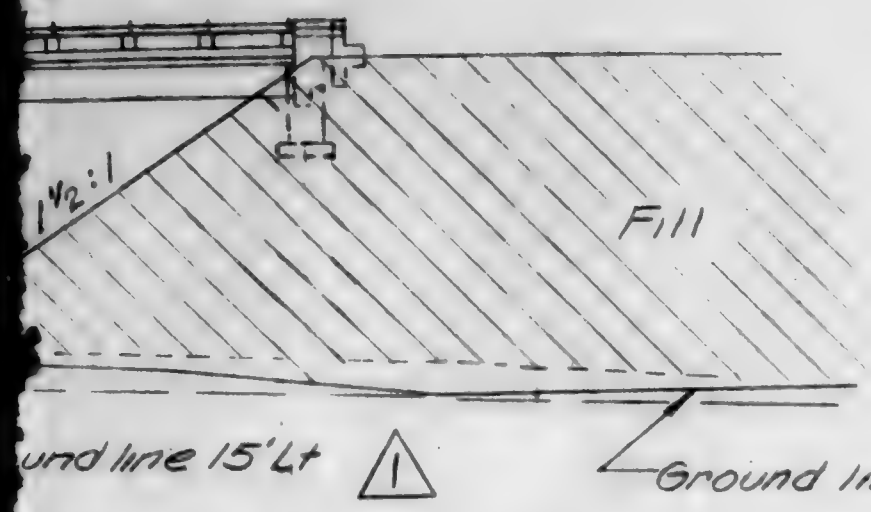


E L E V A T I O N

Scale 1"=20'-0"

"L" 1/9+37.95
Super=0.02'/ft Lt. or Rt.





und line 15' Lt ⚠1 Ground line @ ℄

6 BENT 7

"Le" 19+37.95
Super = 0.02'/ft Lt. or Rt.

"Le" 20+37.95 P.S.
Super = 0.00'/ft Lt.
0.02'/ft Rt.

"Le" 21+17.95
Super = 0.02'/ft

Fin. Gr. 12' Lt ℄

Fin. Gr. @ ℄

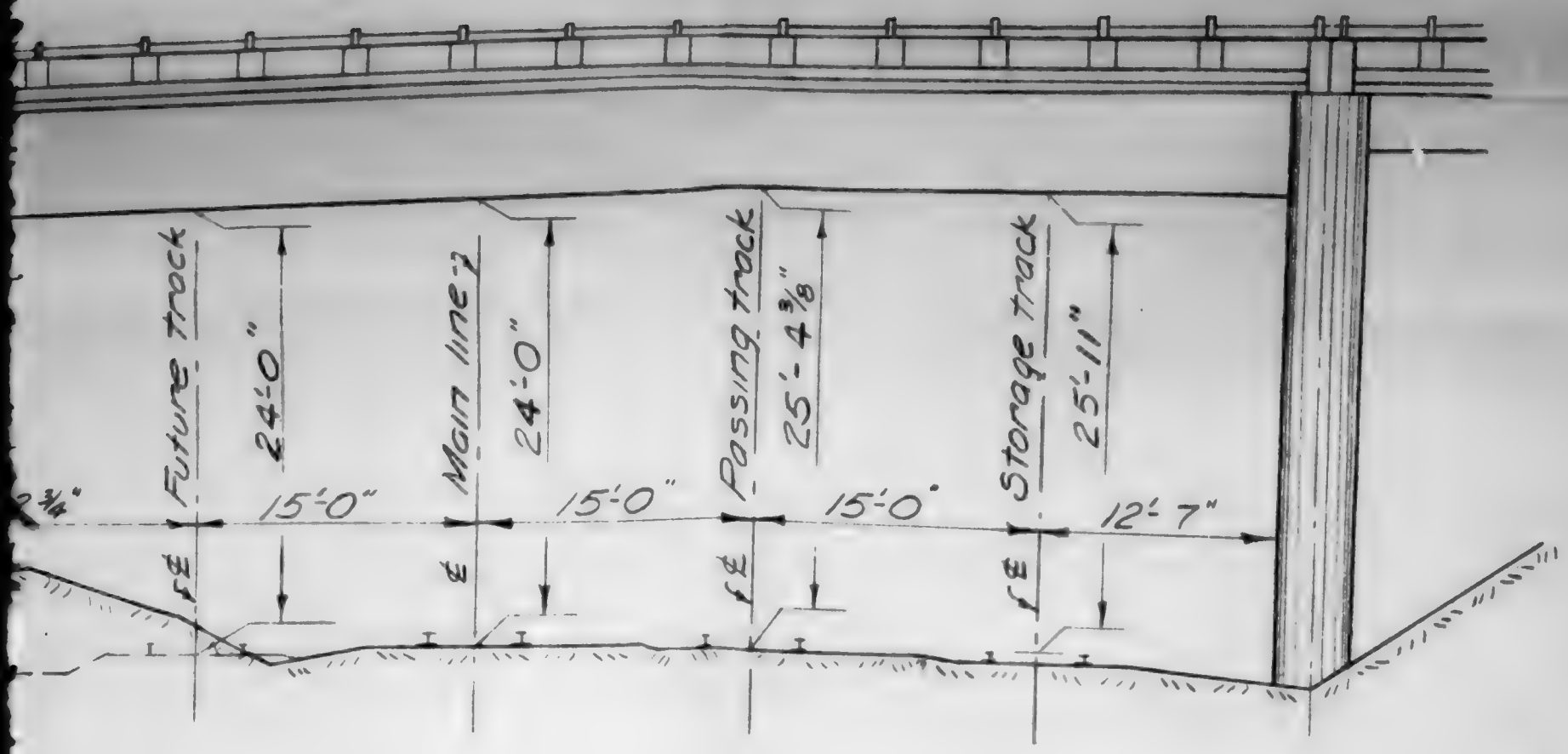
Fin. Gr. 12' Rt (Profile grade) ℄

"Le" 24+37.95 P.S.C.
Super = 0.1'/ft.

⚠1 Revised 7-21-61

SUPERELEVATION DIAGRAM
No Scale

APPRO
BRIDGE
ASS'T.
STATE
DESIGN
DRAWN



CLEARANCE DIAGRAM

Scale 1"=10'-0"

APPROVED:

Ivan D. Merchant
BRIDGE ENGINEER

ASS'T. STATE HIGHWAY ENGINEER

STATE HIGHWAY ENGINEER

DESIGNED

DRAWN DOC

CHECKED

CALC. BOOK

OREGON STATE HIGHWAY DEPARTMENT
BRIDGE DIVISION

THE DALLES-CALIF. HWY. O-XING OF THE OREGON TRUNK R.R. @ 3RD ST.

THE DALLES-CALIF. HIGHWAY
DESCHUTES COUNTY

PLAN & ELEVATION

DATE 11 APRIL '61 BRIDGE NO. 8887

ACCOMPANIED BY DWGS.

SHEET 1 OF 1

DRAWING NO. 8887-A

RECEIVED
JUN 23 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

P-109(22)

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

June 22, 1961

Mr. Jonel C. Hill
Public Utility Commissioner
Public Service Building
Salem, Oregon

Re: Pax 438 - Third Street (Bend) O-Xing
Oregon Trunk Railroad
Deschutes County

Dear Sir:

Attached please find six signed copies of State Highway Commission's petition in the above-entitled matter.

Two of the copies are for service upon Oregon Trunk Railroad Company, one copy each for service upon Deschutes County and the City of Bend, and two copies are for use by your office.

Yours very truly,

L. I. LINDAS
Chief Counsel

By
GLEN V. SORENSEN
Staff Attorney

GVS:ks
encs. 6

cc: S. S. Paxson
Ivan Marchant
Tom Edwards
Dean Swift

RECEIVED
JUN 23 1961
OFFICE OF
STATE HIGHWAY ENGINEER

Pux 438

BEFORE THE PUBLIC UTILITY COMMISSIONER OF OREGON

In the Matter of the Application of the STATE OF OREGON, by and through its State Highway Commission, for authority to construct an overcrossing over the main line and tracks of Oregon Trunk Railroad Company, known as the THIRD STREET (Bend) OVERCROSSING project, in Section 28, Township 17 South, Range 12 East, W.M., within the City of Bend, Deschutes County.	P E T I T I O N No._____

The Petitioner herein respectfully represents:

I

That the name and address of your Petitioner are State of Oregon, by and through its State Highway Commission, State Highway Building, Salem, Oregon.

II

That this Petition is made under the authority of ORS 366.205, ORS 763.040, and ORS 763.080.

III

That the Petitioner proposes the construction, on a revised location, of the Bend North City Limits-Franklin Avenue Unit of the Bend By-Pass Section of The Dalles-California Highway, and, as a part thereof it will be necessary to construct an overcrossing of the tracks of the Oregon Trunk Railroad as shown on Drawings 16029 and 8887-A, attached hereto and by this reference made a part hereof.

IV

That the construction of the proposed overcrossing structure is necessary and proper for the safety, service and convenience of the public, and that

a crossing at grade would be hazardous to both traffic on the railroad and the highway.

V

That the average annual daily traffic on the proposed structure will be 4,000 vehicles, subject to normal annual increases, and that traffic on the railroad is an annual daily volume of 14 train movements, which includes 4 switching movements.

VI

That the proposed structure will be on a 1200' vertical curve connecting an ascending tangent grade of 6% from the north and an ascending tangent grade of 3.85% from the south.

VII

That Petitioner proposes that the construction and maintenance of the project be handled and the cost thereof borne as follows:

THINGS TO BE DONE BY STATE:

(a) Prepare plans and specifications, award a contract or contracts for the construction of the proposed grade separation structure, including highway approaches, and supervise the construction thereof.

(b) From State and Federal highway funds finance the construction of said project, including reimbursement to Railroad Company for necessary expenditures incurred in connection therewith under the accounting practices contained in PPM 30-3, issued by the Public Roads Administration under date of August 15, 1955, and amendments and supplements thereto.

(c) Maintain the overcrossing structure with its embankments, appurtenances and approaches after completion of the project.

THINGS TO BE DONE BY RAILROAD COMPANY:

(a) Subject to reimbursement under federal regulations:

1. Furnish such engineering, inspection, watchman and flagman services as may be necessary to protect railroad operations during construction of the project.

2. Remove and replace in permanent location existing signal and communication lines to protect the same during the construction of the project.

(b) At its own cost and expense maintain the railroad tracks with their appurtenances and facilities after completion of the project.

VIII

That there will be no impairment of clearances on the railroad in violation of Public Utility Commissioner's Order No. 33700.

IX

That the proposed construction is located in Section 28, Township 17 South, Range 12 East, W.M., within the City of Bend, Deschutes County.

WHEREFORE, Petitioner prays for an order authorizing such construction and allocation of costs in accordance herewith, and for such further order or

orders as may be just and proper in the premises.

Dated at Salem, Oregon, this 22nd day of June, 1961.

STATE OF OREGON, by and through its
State Highway Commission

L. I. LINDAS
Assistant Attorney General and Chief
Counsel for the State Highway Commission

By _____
GLEN V. SORENSEN - Staff Attorney

STATE OF OREGON)
) ss
County of Marion)

I, Ivan Merchant, being first duly sworn, say that I am Bridge Engineer for the Oregon State Highway Commission and that the foregoing Petition is true as I verily believe.

_____

Subscribed and sworn to before me this 22nd day of June, 1961.

_____
Notary Public for Oregon

My Commission Expires: _____

Pux 438
GVS:ks

S-473(3) Pikes Corner-Whiskey Cr. Sec., 1962
Mt. Hood Hwy.
#A029

CA
2543
&
2488
&
RR 577

FORM E-122X 50M 12-63

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

6028

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

October 23, 1964

M. J. Brassfield Company
General Construction
975 Imperial Drive, N.E.
Salem, Oregon 97301

Attention: Mr. G. W. Brassfield

RE: Fikes Corner-Whiskey Creek Section
Mt. Hood Highway
Contract No. 6028

Gentlemen:

Your claim in the amount of $3,562.80 based on alleged excessive costs incurred in the installation of perforated drains between Stations 984 and 1002 on the referenced project has been referred to this office. This work was performed during the summer of 1962.

Accurate and detailed records of actual costs are required from both the contractor and the engineer before claims of this nature can be properly and fairly evaluated. Article 1.9.6 of the Standard Specifications was conceived with this in mind, and to establish an orderly approach to settlement. Our records do not show contractor's compliance with the requirements of Article 1.9.6 of the Standard Specifications. They do show that the method of payment for the contemplated work was discussed with the contractor and subcontractor prior to beginning and both parties indicated satisfaction.

The data from the contractor so far submitted to our Bend Division Office is neither detailed nor completed to a degree which permits proper evaluation of your claim. It has been checked insofar as possible. Apparent duplication of equipment hours was noted along with inclusion of labor and equipment hours used on other phases of the contract.

In light of the above and after analysis and consideration, we are unable to determine your claim to be valid. However, if you would like to discuss the matter, a meeting can be arranged in the Construction Engineer's office in Salem for this purpose. In the event a meeting is requested, we would appreciate a few days advance notice to arrange for the necessary people to attend.

GLD:fp
cc L. P. Shaw
L. H. Young
J. F. Putnam
G. A. Starkey

Very truly yours,

F. D. Morgan
Construction Engineer

By

G. L. Decker
Assistant Construction Engineer

STATE COPY

Monthly transaction number S-473(3)-79	Form R-2A (5-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State Oregon
Project report number 6028 9	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT	County Hood River
		Project number S-473(3)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on April 13, 1962, is hereby modified as follows:

Revised estimated total cost of project $ 655,835.51

Revised Federal funds $ 410,364.99

Other revisions

None

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 22 day of September, 1964.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd P. Stuart

(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By A. W. Parsons
Division Engineer
By: L. R. Backlund, Administrative Mgr.

USComm-DC 11170

RECEIVED
APR 25 1962
FOR FILING

Cont. # 6028

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.

PROJECT REPORT NO.

FO. R-2 (REV. 6-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

STATE: Oregon

COUNTY: Hood River

PROJECT NO.: S-473(3)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

SR 35 Fikes Corner to Whiskey Creek

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	7-21-61	2.8
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 649,079.00	$ 408,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By [signature]

ASSISTANT State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

BY C. G. Polk
(Division Engineer)

By: L. R. Backlund
Acting Administrative Manager

Date executed by Division Engineer April 13, 1962

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

Oregon State Highway Department

Federal Aid Secondary
Project No. S-473(3)

PIKE CORNER-HISKEY CREEK SECTION OF THE

MT. HOOD HIGHWAY IN HOOD RIVER COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 14, 1962

Type Code 6201
Roadway (Sta. 880+00 to Sta. 1027+72)(Contract No. 6028)

Clearing and Grubbing	All Required			$ 25,000.00
Drainage Excavation, Unclassified	1,600	cu.yds.	$ 3.00	4,800.00
Structural Excavation for Walls, Unclassified	200	cu.yds.	3.00	600.00
Special Borrow Excavation, Unclassified	89,300	cu.yds.	0.30	26,790.00
General Excavation, Unclassified	220,000	cu.yds.	0.32	70,400.00
Embankment Foundation Excavation, Unclassified	8,930	cu.yds.	0.50	4,465.00
Short Overhaul	1,126,700	ud.stas.	0.01	11,267.00
Long Overhaul	15,000	C-yd.stas.	0.30	4,500.00
Finishing Roadbed and Slopes	2.77	miles	1,000.00	2,770.00
Rounding Cutbanks	5,900	lin.ft.	0.20	1,180.00
18-inch Corrugated Metal Pipe, Uncoated	1,260	lin.ft.	4.00	5,040.00
24-inch Corrugated Metal Pipe, Uncoated	170	lin.ft.	6.00	1,020.00
72-inch Arch Type Corrugated Metal Pipe	150	lin.ft.	35.00	5,250.00
10-inch Concrete Pipe	35	lin.ft.	2.25	78.75
12-inch Concrete Pipe	1,200	lin.ft.	2.25	2,700.00
18-inch Concrete Pipe	120	lin.ft.	5.00	600.00
6-inch Metal Drain Pipe, Uncoated	25	lin.ft.	2.00	50.00
6-inch Perforated Metal Drain Pipe, Uncoated	570	lin.ft.	1.50	855.00
8-inch Perforated Metal Drain Pipe, Uncoated	4,190	lin.ft.	2.30	9,637.00
Special Backfill in Drains	650	cu.yds.	4.00	2,600.00
18-inch Culvert End Sections	15	only	35.00	525.00
Class "A" Concrete in Box Culverts	110	cu.yds.	65.00	7,150.00
Metal Reinforcement in Box Culverts	22,500	lbs.	0.13	2,925.00
Concrete Inlets, Type "G"	1	only	300.00	300.00
Metal Guard Rail	6,150	lin.ft.	2.35	14,452.50
Guide Posts, Type W-2	80	only	6.75	540.00
Guide Posts, Type I-1	40	only	6.75	270.00
Type 2 Fence	150	rods	6.50	975.00
Min Type Retaining Wall (Sta. 1009+35 to Sta. 1010+05)	All Required			1,500.00
Min Type Retaining Wall (Sta. 1010+48 to Sta. 1012+38)	All Required			5,500.00
Coarse Crushed Material in Base	60,000	cu.yds.	1.43	85,800.00
3/4" - 0 Material in Base	9,900	cu.yds.	1.48	14,652.00
Sprinkling	2,940	M-gals.	2.00	5,880.00
Preparation of Base	2.68	miles	300.00	804.00
3/4" - 0 Material in Binder Course	430	cu.yds.	3.60	1,548.00

RC-800 Asphalt	70 tons	$ 42.00	$ 2,940.00
Asphaltic Concrete Mixture	11,600 tons	4.40	51,040.00
Asphalt in Mixture	640 tons	30.00	19,200.00
Extra for Paving Approaches	55 only	25.00	1,375.00
			$396,999.25
Flagging (57½$ of Contractor's Costs)	All Required		$ 7,500.00
Seed and Mulch	All Required		2,700.00
Signing (Temporary)	All Required		200.00
			$ 10,400.00
Utilities Work			
Work by Pacific Northwest Bell Telephone	All Required		$ 3,000.00
Work by Oregon-Washington Telephone	All Required		400.00
Work by Pacific Power and Light Co.	All Required		100.00
Work by Hood River Electric Coop.	All Required		8,400.00
Work by East Fork Irrigation District	All Required		23,800.00
Work by Crystal Springs Water Co.	All Required		10,600.00
			$ 46,300.00
	Subtotal		$453,699.25
	10% Engr. & Cont.		45,369.75
	Total		$499,069.00

Type Code X121
Van Horn RR O'xing (Br. #646-A)(Sta. 901+45 to Sta. 902+84)(Contract 6028)

Furnish Timber Piling (Br. #646-A)	1,900 lin.ft.	$ 1.30	$ 2,470.00
Drive Timber Piles (Br. #646-A)	56 only	50.00	2,800.00
Class "A" Concrete (Br. #646-A)(335 cu.yds.)	All Required		26,000.00
Metal Reinforcement (Br. #646-A)(88,300 lbs.)	All Required		12,000.00
8-inch Metal Drain Pipe	70 lin.ft.	4.00	280.00
			$ 43,550.00

Type Code X631
Whiskey Creek RR O'xing (Sta. 1023+73.01)(Contract 6028)

Shoring, Cribbing, Etc.	All Required		$ 5,000.00
Structural Excavation	325 cu.yds.	$ 8.00	2,600.00
Structural Excavation Below Elevation Shown	50 cu.yds.	10.00	500.00
Furnish Treated Timber Piling (Br. #645-A)	2,005 lin.ft.	1.60	3,208.00
Drive Timber Piles (Br. #645-A)	54 only	60.00	3,240.00
Class "A" Concrete (Br. #645-A)(202 cu.yds.)	All Required		11,000.00
Metal Reinforcement (Br. #645-A)(26,700 lbs.)	All Required		4,000.00
Structural Steel (Br. #645-A)(143,000 lbs.)	All Required		30,000.00
Treated Timber in Place	40.5 M-FBM	400.00	16,200.00
Remove O'xing and Maintain Traffic	All Required		16,000.00
			$ 91,748.00
	Subtotal		$135,298.00

Work by the Mt. Hood RR Co.	All Required	$ 1,075.00
	Subtotal	$136,373.00
	10% Engr. & Cont.	13,637.00
	Total	$150,010.00

Length of Roadway - - - - - - - - - - - 2.772 Miles
Length of 2 Structures - - - - - - - - 0.026 Mile
Total Length - - - - - - - - - - - - - 2.798 Miles
Cost of Roadway Per Mile - - - - - - - $180,039.32

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$499,069.00	$311,000.00	$185,069.00
Structures	150,010.00	94,000.00	56,010.00
	$649,079.00	$405,000.00	$241,079.00

State Funds for Const.: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

State Funds for Maint.: Chap. 529, laws 1939.

FIR.S CORD.A-MUISELY CREEK SECTION

PROJECT NO. S-473(3)

Estimated cost of work by the Mt. Hood Railroad Company

Labor	$ 950.00
Materials	125.00
	$1,075.00

RECEIVED
APR 9 1964
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engr.
Salem, Oregon
Attention: Mr. C. H. Maison, Controller

April 7, 1964

08-35.5

A. W. Parsons, Division Engineer
Salem, Oregon

By:
L. R. Backlund
Administrative Manager

Request for Assist Audit
Oregon Project S-473(3)
Pike's Corner-Whiskey Creek
Contract # 6028
Mt. Hood Railway Company

Your request for an Assist Audit on the above project has been returned to this office. Attached is a copy of Mr. J. Smith, Regional Audit Manager's, memorandum of April 3, 1964 which is self-explanatory.

With reference to the last paragraph of Mr. Smith's memorandum, will you please advise what progress has been made in recruiting an additional auditor to handle the audits in the Portland area. For your information, we were recently advised that the Audit Staff in Region 8 was being reduced 20% by reassignments. These reassignments are scheduled to be completed by September 1, 1964. With this reduction, it is self evident that our Regional Audit Staff will not be able to continue with assist audits on the scale that it has.

Attachments

RECEIVED
APR 7 1964
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

Original to Maison
with attachments
4-7-64

cc Young 4-8-64

STATE OF OREGON,)
) ss.
County of Multnomah.)

I, E. F. PHILPOTT, having first been duly sworn, do depose and say under oath as follows:

That I am a subcontractor pursuant to Oregon State Highway Contract No. 6028;

That in connection with said project of the Oregon State Highway Commission for the construction of work consisting of grading, paving and structures on Fikes Corner-Whiskey Creek Section of the Mt. Hood Highway, in Hood River County, Oregon, I performed labor and/or supplied materials pursuant to a contract attached hereto and made a part by reference and marked Exhibit "A" with the prime contractor M. J. Brassfield Co. and B & F Construction, Inc., a joint venture;

That all of said work has been paid except the sum of $3,750.00 or less; that I have a claim against said joint venture in said amount and it is unpaid;

That I make this affidavit to accompany an application pursuant to ORS 279.512 for the furnishing to myself, in care of Keane, Haessler, Bauman and Harper, 1430 American Bank Building, Portland 5, Oregon, a certified copy of the State Highway contract No. 6028 with the joint venture as above referred to and a certified copy of the bond;

That no assignment of my claim against the joint venture has been made.

E. F. Philpott
E. F. Philpott

SUBSCRIBED AND SWORN TO Before me this 29th day of January, 1964.

Notary Public for Oregon

My Commission Expires 3/29/65

THIS AGREEMENT, made and entered into this 15th day of February, 19 62 by and between M. J. Brassfield Co. and B. & F. Construction, Inc., a joint venture party of the first part, and E. F. PHILPOTT, party of the second part: WITNESSETH:

THAT, WHEREAS, the said party of the first part did, under date of 5th February 1962, enter into a contract with the State of Oregon Through its State Highway Commission for the construction of the following described work, to-wit:

Grading, paving and structures on FIKES CORNER-WHISKEY CREEK SECTION OF THE MT. HOOD HIGHWAY, In Hood River County, Oregon,

which said contract is known and designated as State Highway Contract No. 6028 and which said contract, in so far as it pertains to the work described herein, is hereby expressly made a part of this Agreement as though fully and completely recited herein; and

WHEREAS, under the laws, rulings and regulations governing State Highway construction projects it is necessary that all subcontracts carry the same stipulations, limitations and provisions governing wages, hours of employment, methods of prosecuting work, and all other requirements, limitations and things pertinent thereto as in the principal contract set forth; and

WHEREAS, the said first party now deems it advisable to subcontract a portion of the work included in the said State Highway Contract No. 6028 for which the said first party is principal contractor.

COPY

NOW, THERE..RE, the premises being in general as above stated, it is hereby contracted and agreed: The Party of Second Part agrees to complete the following items in a manner satisfactory to the Party of First Part and the Oregon State Highway Commission:

Item No.	Item	Unit Price	Amount
22	Class "A" Concrete In Box Culverts 110 cu. yds. per cu. hd.	65.00	$ 7,150.00
23	Metal Reinforcement In Box Culverts 22,500 lbs. per lb.	.13	2,925.00
24	Concrete Inlets, Type G 1 only each	300.00	300.00
40	Furnish Treated Timber Piling (BR. No. 646A) 1,900 lin. ft. per lin. ft.	1.30	2,470.00
41	Drive Timber Piles (BR. No. 646A) 56 only Each	50.00	2,800.00
42	Class "A" Concrete (Br. No. 646A) All Required Lump Sum	26,000.00	26,000.00
43	Metal Reinforcement (Br. No. 646A) All Required Lump Sum	~~15,000.00~~ 12,000.00	12,000.00
44	8-Inch Metal Drain Pipe 70 lin. ft. Per lin. ft.	4.00	280.00
45	Shoring, Cribbing, Etc. All Required Lump Sum	5,000.00	5,000.00
46	Stru ctural Excavation 325 cu. yds. Per cu. yd.	8.00	2,600.00
47	Structural Excavation below Elev. Shown 50 cu. yds. per cu. yd.	10.00	500.00
48	Furnish Treated Timber Piling (Br. No. 645A) 2,005 lin. ft. per lin. ft.	1.60	3,208.00
49	Drive Timber Piles (Br. No. 645A) 54 only Each	60.00	3,900.00
50	Class "A" Concrete (Br. No. 645A) All Required Lump Sum	11,000.00	11,000.00
51	Retal Reinfor cement (Br. No. 645A) All Required Lump Sum	4,000.00	4,000.00
52	Structural Steel All Required Lump Sum	30,000.00	30,000.00
53	Treated Timber In Place 40.5 M-fbm per M-fbm	400.00	16,200.00
54	Remove Uxing and Maintain Traffic All Required Lump Sum	16,000.00	16,000.00
			$146,333.00

COPY

It is hereby further agreed as follows:

1. As party of the first part receives moneys from the State Highway Commission for the items covered by this subcontract, it shall apply them as follows:

A. The first $11,500 shall be retained by the party of the first part for its own use and benefit.

B. After the first $11,500 has been received then 10% of each estimate received for such work shall be retained by party of the first part and shall not be due and payable to the party of the second part until the completion and acceptance of the project by the Oregon State Highway Commission.

C. The balance of the estimates after the payment as provided in (A) and (B) shall be applied as follows:

1. to the payment of all payrolls and related payroll expenses incurred by party of the second part.

2. to the payment of all equipment, materials, supplies or services furnished to or by party of the second part in connection with the prosecution and completion of the work provided for herein,,including the payment of any premiums due on the insurance provided for under paragraphs 5 and 6.

3. Any balance then remaining shall be payable to party of the second part. Such moneys shall be payable within five days after receipt of said money by the party of the first part from the State Highway Commission, but no such money shall be due or payable until all amounts hereinabove provided shall have been paid.

2. If the work does not proceed in a manner satisfactory to the party of the First Part, then the Party of the First Part can upon written notice to the party of the second part take over the work within 24 hours after such written notice and in so doing, party of the first part shall be authorized and entitled to take over the facilities and equipment and materials of the party of the second part to complete the prosecution of the work hereunder.

3. Party of the second part will not order any equipment, material, supplies or services which could be a charge upon the bond of party of the first part without first obtaining the consent in wtiting of party of the first part, and all bills in connection with the prosecution and completion of the work shall be submitted to party of first part for approval and payment.

4. Party of the second part shall furnish and pay for contractor's public liability and property damage insurance in a company satisfactory to party of the first part with limits of public liability not less than $250,000 for one person and not less than $500,000 for each occurrance and not less than $50,000 property damage. Evidence of

COPY

such insurance shall be furnished to party of the first part. In addition, party of the second part will furnish to party of the first part evidence that he has complied with the Workman's Compensation Laws of the State of Oregon.

5. Party of the second part acknowledges that part of his obligations under this agreement shall be the payment of that portion of all other insurance and bond premiums applicable to the job and paid by party of the first part as is proportionable to the work covered by this subcontract.

6. In the event party of the first part is obliged to institute legal proceedings to enforce any of the covenants or conditions of this contract or to secure damages for the breach thereof, party of the second part agrees to pay such reasonable attorneys fee to the party of the first part as may be fixed by the court.

7. It is further expressly stipulated and agreed that the party of the second part will conduct and prosecute the work hereinabove described in a manner satisfactory to the Engineer, and in strict accordance with the plans and specifications therefor, and that each and every requirement of the said Contract No. 6028 governing hours of employment, wage rates, methods of prosecuting the work, and each and every other requirement, stipulation or thing therein set forth and pertinent to the work herein described shall govern the prosecution of the work under this subcontract as though herein fully set forth.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 15th day of February 1962.

M.J. BRASSFIELD CO.

By M.J. Brassfield

B & F CONSTRUCTION, INC.

By M.J. Brassfield

Party of the First Part

COPY

Party of the Second Part

RECEIVED
JAN 17 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
KENNETH N. PRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

January 8, 1964

Schetky Equipment Corporation
1810 S. E. 10th Avenue
Portland 14, Oregon

Attention: John L. Schetky
President

Gentlemen:

This will acknowledge receipt of your claim letter dated January 2, 1964, with attachments, stating that M. J. Brassfield Company owes you $3,130.65 for equipment rental, parts, service and tire wear.

From the description given, it appears that the contract to which you refer is our Contract No. 6028 awarded to M. J. Brassfield Company and B & F Construction, Inc., for grading, paving and structures on Fikes Corner-Whiskey Creek Section of the Mt. Hood Highway in Hood River County.

The surety on this project is the United Pacific Insurance Company through Mansfield and Company, 1975 S. W. 5th Avenue, Portland. We are advising them of the receipt of your claim letter and are also sending your letter to the Secretary of State for filing.

Please advise us when this claim has been paid so that we may clear our records.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD

File # 4060 cc

FILED
JAN 9 1964
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

United Pacific Insurance Company
P. O. Box 1216
Tacoma, Washington - Attn: W. T. Atkins

RECEIVED
JAN 9 1964
HOWELL APPLING, JR.
SECRETARY OF STATE

Mansfield & Company
M. J. Brassfield Co. & B & F Const. Inc.
975 Imperial Drive
Salem, Oregon

Hon. Howell Appling, Jr.

P. S. Please acknowledge receipt of this claim on the enclosed copy of this letter.

NOTED
C. W. HEAD

SCHETKY
EQUIPMENT CORPORATION
MANUFACTURERS and DISTRIBUTORS
1810 S. E. 10th AVENUE | PORTLAND 14, OREGON | AREA CODE 503 / 234-5344

CONTRACTORS EQUIPMENT | TRAILERS
BUSES | TRUCK EQUIPMENT

January 2, 1964

CERTIFIED - RETURN RECEIPT

United Pacific Insurance Co.
415 S. W. 10th
Portland, Oregon

Attention: Mr. Wesley Thompson, Surety Manager

Gentlemen:

Schetky Equipment Corporation of Portland, Oregon is hereby making a formal demand against the Bond of M. J. Brassfield Co. for rental of one (1) 310 Michigan Scraper, Parts, Service and Tire Wear as contained in the rental agreements and as per the copies attached.

This demand is in the amount of $3130.65 against the job of the State of Oregon Highway Commission Contract Pikes Corner, Whiskey Creek Section of Mt. Hood Highway Contract 6028.

Very truly yours,

SCHETKY EQUIPMENT CORPORATION

John L. Schetky, Jr.
President

JLSjr:br
Attachments

cc: M. J. Brassfield Co.
State of Oregon Highway Commission - Salem
Mansfield Insurance Co.

NOTED
FLOYD QUERY

RECEIVED
JAN - 3 1964
OREGON
STATE HIGHWAY COMMISSION
NOTED
C. W. HEAD

SCHETKY EQUIPMENT CORPORATION

1810 S. E. TENTH AVENUE • PORTLAND 14, OREGON

AREA CODE 503 234-5344

BUSES
TRUCK EQUIPMENT
CONTRACTORS' EQUIPMENT
TRAILERS

DATE October 2, 1962.

INVOICE NO. 20381

YOUR ORDER NO.

FREIGHT: ☐ PREPAID ☐ COLLECT

TERMS: ☐ OPEN ACCOUNT ☐ CONTRACT ☐ C. O. D. X RENTAL

SHIP VIA:

SOLD TO

M. J. BRASSFIELD
975 Imperial Drive N.E.,
SALEM, OREGON

1.	TO CHARGE YOUR ACCOUNT FOR RENTAL OF ONE (1) MODEL #310 MICHIGAN	
	PERIOD COVERED: September 16, 1962 to October 16, 1962 - One(1)Month	$3000.00

MAKE	MODEL	CHASSIS SERIAL	BODY SERIAL	HOIST MODEL	HOIST SERIAL

SCHETKY EQUIPMENT CORPORATION

1810 S. E. TENTH AVENUE • PORTLAND 14, OREGON

AREA CODE 503 234-5344

BUSES
TRUCK EQUIPMENT
CONTRACTORS' EQUIPMENT
TRAILERS

DATE November 2, 1962

INVOICE NO. 20421

YOUR ORDER NO.

FREIGHT: ☐ PREPAID ☐ COLLECT

TERMS: ☐ OPEN ACCOUNT ☐ CONTRACT ☐ C. O. D. ☒ RENTAL

SHIP VIA:

SOLD TO

M. J. Brassfield Company
975 Imperial Drive N.E.
Salem, Oregon

1.	TO CHARGE YOUR ACCOUNT FOR RENTAL OF ONE (1) MODEL # 310 MICHIGAN	
	PERIOD COVERED: November 5, 1962 to December 5, 1962	$3000.00
	NO CHARGE FOR PERIOD OF October 1, 1962 to November 4, 1962.	

MAKE	MODEL	CHASSIS SERIAL	BODY SERIAL	HOIST MODEL	HOIST SERIAL

SCHETKY EQUIPMENT CORPORATION

SALES AND RENTALS EQUIPMENT

CREDIT MEMO

DA November 2, 1962

INVOICE NO. 20381

M.J. Brassfield
975 Imperial Drive N.E.
Salem, Oregon

YOUR ORDER NO.

TERMS Rental Adjustment

C/M #3007

SHIPPED

----	Adjustment on rental of 310 scraper. . . .$500.00 Adjustment on rental of 210 scraper. . . .$1000.00	Total Credit. . .$1500.00

INVOICED

#3007

SoL A-6

SCHETKY EQUIPMENT CORPORATI

1810 S.E. TENTH AVENUE • PORTLAND 14, OR

AREA CODE 503 234-5344

DATE 3-2

INV. NO.

ORDER NO.

TERMS: X on ☐ COD ☐ c

SOLD TO

M. J. BRASSFIELD CONST. CO.

975 Imperial Drivd N.E.

SALEM, OREGON

YEAR	MAKE	MOTOR NO.	SERIAL NO.	BODY NO.	SPEEDOMETER	D

QTY.	PART NO.	DESCRIPTION	AMOUNT
2	592977	SHIELD	82
1	594134	SLEEVE	26
2	635682	WASHER	08
2	713023	CONE	96
2	713024	CUP	1 24
2	742010	CONE	3 28
2	659029	Bearing	12 14
1	1F-427	Cotter	04
1	6D-10	Nut	44
1	18D-08	✓	44
2	8D-17	✓	24
2	17C-820	Bolt	52
1	18C-107	✓	101
1	12H-25	Fitting	17
1	582745	Block	8 24
1	582746	Clevis	26 49
1	582747	Retainer	268
1	582748	Shield	246
1	582749	"	233
1	583466	Rod	61 52
1	583884	Link	79 15
1	590498	Washer	40
2	592976	Bushing	10 72
1	592905	Crank	32 20
1	592952	Bolt	163
	SUBLET REPAIRS		
1	594053	Bolt	219
		TOTAL PARTS	259 65

OPER. NO.	LABOR INSTRUCTIONS
1.	Repair steering linkage on 210 scraper. CAUSED BY TURNING SCRAPER OVER

APPROVAL: LABOR | MATERIAL | RELEASE

I hereby authorize the above repair work to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection.
An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

AUTHORIZED BY

RECEIVED BY

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLES OR ARTICLES LEFT IN VEHICLES IN CASE OF FIRE, THEFT, ACCIDENT, FREEZING OR ANY OTHER CAUSE BEYOND OUR CONTROL.

TOTAL LABOR

TOTAL PARTS

TAX

TOTAL AMOUNT

SCHETKY EQUIPMENT CORPORATION

1810 S.E. TENTH AVENUE • PORTLAND 14, OREGON
AREA CODE 503 234-5344

DATE 3-29-63
INV. NO. 305
ORDER NO.
TERMS: ☒ OPEN ACCT. ☐ COD ☐ CONTRACT | APPRD.

SOLD TO
M. J. BRASSFIELD CONST. CO.
975 Imperial Drivd N.E.
SALEM, OREGON

YEAR	MAKE	MOTOR NO.	SERIAL NO.	BODY NO.	SPEEDOMETER	DELIVERY DUE

OPER. NO.	LABOR INSTRUCTIONS	AMOUNT
1.	Repair steering linkage on 210 scraper. CAUSED BY TURNING SCRAPER OVER	143 00

DESCRIPTION	AMOUNT
SHIELD	82
SLEEVE	1 26
WASHER	08
CONE	1 96
CUP	1 24
CONE	3 28
Bearing	12 14
Cotter	04
Nut	44
✓	44
✓	24
Bolt	52
✓	1 01
Fitting	17
Block	8 24
Clevis	26 49
Retainer	2 68
Shield	2 46
"	2 33
Rod	61 52
Link	79 15
Washer	40
Bushing	10 72
Cone	32 20
Belt	1 63
~~Washer~~	
Bolt	219
TOTAL PARTS	259 65

APPROVAL: LABOR | MATERIAL mf | RELEASE mv

I hereby authorize the above repair work to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection.
An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

AUTHORIZED BY

RECEIVED BY

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLES OR ARTICLES LEFT IN VEHICLES IN CASE OF FIRE, THEFT, ACCIDENT, FREEZING OR ANY OTHER CAUSE BEYOND OUR CONTROL.

TOTAL LABOR	143 00
TOTAL PARTS	259 65
TAX	
TOTAL AMOUNT	402 65

DESCRIPTION	AMOUNT

SCHETKY EQUIPMENT CORPORATION

CREDIT MEMO

DATE 5-6-63

INVOICE NO.

YOUR ORDER NO.

TERMS

SHIPPED

M J Electrical Co.
915 Highland Ave.
Salem, Oregon

Credit request for entire
shipment. Wrong item.

1 Ended meter for Lambda
has Corrected Rating

Credit

6500.-

272800

3772.00

Rating 10 - 1200
310 - 1000
Amount 772.00

509-7

3295

RECEIVED
JAN 9 1964
FOR FILING

January 8, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that seeding and mulching work on the Pikes Corner-Whiskey Creek Section of the Mt. Hood Highway, Contract No. 6028, Project No. S-473(3) in Hood River County, was completed December 2, 1963.

This work was authorized by Order for State Work No. 5, dated August 16, 1962.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CT:bb

cc: J. W. Nash

RECEIVED
DEC 6 - 1963
FOR FILING

December 6, 1963

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

ATTENTION: Robert L. Miller

Gentlemen:

Contract #6028 awarded to M. J. Brassfield Co., & B & F Const. Inc., for grading-paving-structures on the Pikes Corner-Whiskey Creek Section of Mt. Hood Highway in Hood River County, was completed September 9, 1963, and accepted by the Highway Commission on December 5, 1963.

Mr. Brassfield, contractor, your Mr. Robert L. Miller of the Tacoma office and Mr. C. H. Maison, Highway Department Auditor, were in this office yesterday concerning release of final payment in the amount of $16,683.10.

Ordinarily in releasing final payments, we advise the surety stating that payment will be released on a date not sooner than 5 work days following the date of our letter.

Mr. Miller assured us that this time could be waived in this instance and the check for the final payment was given to Mr. Brassfield by Mr. Maison.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dr

cc: M. J. Brassfield Co., &
B & F Const. Inc.,
975 Imperial Drive
Salem, Oregon

cc: L. H. Young
C. H. Maison
Attn.: John Herr

RECEIVED
DEC 6 - 1963
FOR FILING
4731
6028

December 5, 1963

Oregon State Highway Commission

Gentlemen:

Work was completed September 9 on Contract No. 6028. The contract was with M. J. Brassfield Company and B & F Construction, Inc., and was for grading, paving, and structures on the Pikes Corner-Whiskey Creek Section of the Mount Hood Highway in Hood River County.

As the contractors have completed all work according to specifications, I recommend that you accept the project effective December 5, 1963, and that you concur in this procedure at the Commission meeting on December 18.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

LPS:ajw bbc

RECEIVED
DEC 2 1963

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

December 2, 1963

Oregon State Highway Commission

Re: Verna Deskin v.
State of Oregon
L-4467

Gentlemen:

This is to report that there has been filed in the Circuit Court of the State of Oregon for the County of Hood River a complaint against the State of Oregon, through its Highway Commission, brought by Verna Deskin who owns land abutting the Fikes Corner-Hood River Section of the Mt. Hood Loop Highway.

The allegations in this inverse condemnation action very briefly state that the Highway Department took .05 acre of land, described in the complaint, for right of way purposes for which the plaintiff alleges we have not compensated her. She asks that a jury be empaneled to set the value of the land taken which is alleged to be $3,000.00.

We originally dealt with Verna Deskin with respect to the acquisition of .01 acre of land for the Mt. Hood Loop Highway in the same location for which we paid $50.00. My investigation indicates that during the construction of the highway the highway contractors, Henry H. Miller and Ed A. Miller, pioneered a flat spot upon which to put one of the drilling rigs on property belonging to the landowner. My investigation further indicates that we told the contractors they could go four feet beyond the cut stakes to pioneer the flat spot, but he in fact placed his rig on an area 16 feet from the cut stakes which was on the property owned by Verna Deskin. My investigation shows that the cut slope in this area was rock and was necessary for the contractor to blast, and as a result of the blasting there was an overbreak which went back so far as to allow a small part of the barn to hang out over the break.

It is our feeling that if the contractors were negligent in the utilization of dynamite in this area they should be held responsible and we had urged previously that the attorney representing Verna Deskin proceed against the contractors on that basis.

Insofar as the property involved is concerned we did negotiate with Verna Deskin for an additional .05 acre of land for which we offered her $500.00 and for which she at the time of negotiations demanded $5,000.00. Before we filed a condemnation action to acquire this additional land apparently the attorney representing Mrs. Deskin felt that he should bring the action in the nature of an inverse condemnation case, which he has done.

The matter has been forwarded to our Trial Section for handling, and I shall keep you informed as to the progress of the matter.

Very truly yours,

L. I. LINDAS
Chief Counsel

LIL:jm
cc: Forrest Cooper
R. L. Porter
LloydShaw
P. M. Stephenson
Tom Edwards
Floyd Query
C. H. Maison
Robert Y. Thornton

RECEIVED
DEC 3 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 27 1963
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

November 21, 1963

File No. 99450 - Siegenbein
Project No. S-479(3)
Mikes Corner-Whiskey Creek
Section
Mt. Hood Highway
Hood River County

Mr. A. W. Parsons, Division Engineer
U. S. Bureau of Public Roads
477 Cottage Street N.E.
Salem, Oregon

Dear Sir:

Attached are three copies of our Information for Grant or Indenture of Access sheet changing the location of a point of access on the Mt. Hood Highway, No. 26, just south of Hood River.

The change in location will be from Station 1017+20 (Milepost 99.806) to Station 1023+55 (Milepost 99.926).

The right of way for this section of highway was acquired under Right of Way Construction Project No. S-479(2). Construction was accomplished under Federal-Aid Project No. S-479(3), Mikes Corner-Whiskey Creek Section, Mt. Hood Highway, Hood River County.

This access could not be constructed in the location designated in the original right of way agreement, so an Indenture of Access will be required to correct the records to match the actual construction. The change actually puts the access road back into its original location instead of moving it as shown on the project plans.

We would appreciate receiving your approving signature on the original copy of the Information for Grant or Indenture of Access sheet. This matter has been discussed with Mr. Schwiesow of the Bureau who agrees that the relocation is a logical one.

Very truly yours,

L. I. LINDAS
Chief Counsel

By

D. H. Mechring
Assistant Right of Way Engineer

NOTED
LLOYD P. SHAW

RECEIVED
NOV 22 1963
OFFICE OF
STATE HIGHWAY ENGINEER

SH
cc: Lloyd P. Shaw
L. H. Young
L. I. Lindas

RECEIVED
NOV 13 1963
FOR FILING

COMMISSIONERS
GLENN E. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

60 i 2

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

November 13, 1963

Henry H. Miller Contractor, Inc.
and Ed A. Miller
P. O. Box 646
Silver, Oregon

Attention: Mr. Henry H. Miller

Gentlemen:

This will acknowledge receipt of your claim letter of November 7 stating that H. J. Brassfield Co. and B & F Construction, Inc., owe you for subcontracting work in the amount of $7,113.72. From the description given, this appears to be in connection with State Highway Contract #6028 with H. J. Brassfield Co. and B & F Construction, Inc., for grading, paving and structures on the Pikes Corner-Hickey Creek Section of the Mt. Hood Highway in Hood River County.

The United Pacific Insurance Co., through Mansfield & Co., 1975 S. W. 5th Ave., Portland 1, furnished the performance bond. We will advise them of the receipt of your claim letter and will also send your letter to the Secretary of State for filing.

Please inform us when your claim has been paid so that we may clear our records.

File #4042

FILED
NOV 14 1963
HOWELL APPLING, JR.
SECRETARY OF STATE

NOTED ON CARD

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc:
United Pacific Insurance Company
P. O. Box 1216
Tacoma, Wn.
Attn: W. T. Atkins

RECEIVED
NOV 14 1963
HOWELL APPLING, JR.
SECRETARY OF STATE

Mansfield & Co.
1975 S. W. 5th Ave.
Portland 1, Oregon

H. J. Brassfield Co. and
B & F Construction, Inc.
975 Imperial Drive
Salem, Oregon

RECEIVED
NOV 15 1963
OREGON STATE HIGHWAY COMMISSION

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

- Please acknowledge receipt of this claim on the enclosed copy of this letter.

Henry H. Miller Contractor, Inc.
TELEPHONE ORCHARD 2-3376
199 GRANT SMITH ROAD
ROSEBURG, OREGON

P.O. BOX 646
WILBUR, OREGON 97494

November 7, 1963

FLOYD QUERY
SECRETARY
OREGON STATE HIGHWAY COMM.
SALEM 10, OREGON

Gentlemen:

As per telephone conversation between Floyd Query and Henry H. Miller on November 7, 1963, we wish to notify you that on our Sub-Contract with M.J. Brassfield and B&F Construction Corp. Salem, Oregon, Contract # 6028 payment has been very slow and difficult to get.

As of the Semi-Final Estimate, they owe us $7,113.72. A considerable amount of this has been due since August. We have tried repeatedly by phone to collect this and they promise to have a check in the mail the next day.

Will you please advise the Bonding Company of this situation.

Very truly yours,

Henry H. Miller

HENRY H. MILLER CONTRACTOR, INC.
AND ED A. MILLER
P.O. BOX 646
WILBUR, OREGON

NOTED
FLOYD QUERY

RECEIVED
NOV - 8 1963
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

RECEIVED
NOV 6 1963
FOR FILING
6028

FORM E-30X 50M 3-63 49808

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 5, 1963

To: Mr. Walter T. Wright
Right of Way Engineer
BUILDING

SUBJECT: Changes of Access Location
R/W File 33458 (Zeigenbien)
Fikes Corner-Whiskey Creek
Mt. Hood Highway

Herewith a request for change of access on the Lester and Thelma Zeigenbien property, file no. 33458, Fikes Corner-Whiskey Creek Section of the Mt. Hood Highway. This request was originated by our resident engineer due to the fact that the access originally designated in the original right of way agreement could not be constructed at the point listed. This change actually puts the access road back to its original location instead of moving it as shown on the project plans.

This matter has been discussed with Mr. Schwiesow of the Bureau of Public Roads who agrees that the relocation is the logic one. There will be no increase or decrease in the traffic safety because of this change.

It is the recommendation of this office and approved by Mr. Shaw that this change of access location be approved.

F. D. Morgan
Construction Engineer

by

G. L. Decker
Ass't Construction Engineer

NOTED
LLOYD P. SHAW

EAP:db
Attachs.
cc: Lloyd P. Shaw
Dean Swift

NOV 5 1963
OFFICE OF
STATE HIGHWAY ENGINEER

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NOV 4 1963
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 29, 1963

SUBJECT: Change of Access Location
R/W File 33458 (Zeigenbien)
Fikes Corner-Whiskey Creek Section
Mt. Hood Highway

To: Mr. L. P. Shaw
Assistant State Highway Engineer

BUILDING

Attached is a request originated by our Resident Engineer for the relocation of an access point. This access could not be constructed in the location designated in the original right of way agreement, so an indenture of access will be required to correct the records to match the actual construction. The change actually puts the access road back into its original location instead of moving it as shown on the project plans.

This matter has been discussed with Mr. Schwiesow of the Bureau of Public Roads who agrees that the relocation is a logical one. There is no increase or decrease in traffic safety because of this change.

Approval of this change is recommended.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

CHB:bjm
Attachments

cc: W. T. Wright

RECEIVED
NOV 4 1963
L. P. SHAW

INFORMATION FOR GRANT OR INDENTURE OF ACCESS

OFFICE USE ONLY
FA R/W Proj. No.
FA Const. Proj. No.

Date October 14, 1963
File No. 32458
Section Miles Corner - Whiskey Creek
Highway Lbo Road
County Rood River

1. Original Grantors: Dexter D. & Thelma M. Seigenthaler
2. Present Owners: Same
3. Address of Present Owners: Rt. 2, Box 115, Rood River, Oregon
4. Are deed copies attached which will complete chain of title? No
5. Access Point to be Canceled:

Station	Side of Highway	Width	Use Restriction	Constructed?
1017+20	East	25 Feet	Unrestricted	No

6. Access Point to be Granted:

Station	Side of Highway	Width	Use Restriction	Constructed?
1023+55	East	25 Feet	Unrestricted	Yes

7. Reason for Change of Access: Was not feasible to construct approach at station listed on R/W obligation.
8. Will change affect safety of use or highway traffic capacity? Explain. This is not a request for any additional approach, merely a change of the point of access station.
9. Filing fee of $5 is enclosed ____. Fee is waived __x__. Road Approach Permit is attached ____.
10. State will construct ____. Estimate of cost and check in amount of $_____attached hereto. Descriptions are attached covering additional right of way to be deeded by owner to the state _____.

RECOMMENDED:

Maurice H. Payne
~~D. M. S.~~ Resident Engineer

Leon Pivirotto
Division Engineer

A. F. Uerkert
Asst Construction or Maintenance Engineer

APPROVED:

Asst. State Highway Engineer

Title:
BUREAU OF PUBLIC ROADS

Rev. 5/63

RECEIVED
NOV 4 1963

FOR FILING

S 473 (3)

6028

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

October 21, 1963

SUBJECT:

To: Mr. Dean Swift, Division Engineer
Oregon State Highway Department
P. O. Box 1249
Bend, Oregon 97701

This is to advise you that the following section of highway has been completed and opened to traffic:

Section Pikes Corner-Whiskey Creek

Highway Mt. Hood Highway No. 26

County Hood River

Pursuant to an abandonment agreement between the State and Hood River County dated November 15, 1961, the County shall accept jurisdiction over and maintain as part of the county road system Unit s A and B of the old right-of-way and the State shall place the old highway in serviceable condition before turning it over to the county. Unit C will be abandoned to abutting property owner.

Inasmuch as the Highway Commission will adopt a resolution in the near future abandoning these portions of old right-of-way to the county, please contact the county to inspect and correct any deficiencies in the old highway before it is given to the county.

Lloyd P. Shaw
Assistant State Highway Engineer

cc: I. A. DeFrance
R. P. Hamilton, DMS
H. S. Cox

NOTED
LLOYD P. SHAW

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Oct. 18, 19 63

Section Fikes Corner - Whiskey Creek

Kind of work Grading, Paving and Structures

Highway Mt. Hood County Hood River

Section prefix 14-1048

Contractor M.J.Brassfield

Contract number 6028

Date of contract 2-5, 19 62

Specified work days 135

Date work started 2-5, 19 62

Work days used 135

Project authorization . . . . . $ 683,293.78
Exclusive of engineering . . . . $ 634,704.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 612,575.77

Estimated per cent overrun or underrun . . . . . 2.2 %

Per cent of contract completed, based on estimated cost . . . . . 100 %

Engineering authorization . . . . $ 48,589.78

Engineering cost to date $55,701.44, 115 %

Date project was completed Sept. 9, 19 63

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
All Completed						

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

2 Men working on semi-fina l all week
Semi-final was submitted 10-18-63

Final report

NOTED
JOHN R. OAKES

CONSTRUCTION DIVISION
OCT 21 1963

Noted
A. N. Jurc

Signed Maurice D. Payne

Address Box 617, Hood River

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.77	2.68	~~2x68x~~	2.68	2.68
Miles partially completed					
Miles completed	"	"		"	"
Total estimated quantities (contract)	299,500 C.Y.	69,900 Ton		70 Ton	11,600 Ton
Total quantities corrected to date	280,228	68,933		"	12,162
Estimated quantities moved or placed to date	"	"		"	"
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men 0

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Compaction rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair all	week	
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
SEP 30 1963
FOR FILING

September 27, 1963

Oregon State Highway Commission

Request for Extension of Time
No. 4
October 10, 1963 Meeting

Gentlemen:

We have received a request for an extension of time from M. J. Brumfield Company and B. & F. Construction Corp., contractors for grading, paving, and structure on the Pikes Corner-Whiskey Creek Section of the Mt. Hood Highway in Hood River County, Contract No. 6028. The contractors request an increase from 135 days to 155 days because of additional drainage pipe and asphaltic concrete curbs required.

The additional pipe required did not delay the grading operation, and thus, did not delay the project, but the A.C. curbs required 6 extra days to construct. We, therefore, recommend that the contractor be granted an additional 6 days.

This will increase the total allowable workdays to 141. The project was completed September 9 with a total charge of 141 days, so this will eliminate liquidated damages on the project.

This is an FAS project, so Bureau of Public Roads' concurrence is not required. This matter will be presented to you at the October 10 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

Attachment

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison

CHB:bjm bbc

RECEIVED
NOV 1 1963
FOR FILING

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

#4

Oregon State Highway Commission
Salem, Oregon

Date August 28, 1963

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 135 days to 155 days, within which to complete our Contract No. 6028, without the assessment of liquidated damages. The said contract is described as follows: Grading, paving and structures-Mt. Hood Highway - Fikes Corner-Whiskey Creek Section

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: Five (5) days for asphaltic concrete curb which is not on our plans and added as wxtra work for our sub-contractor, Warren Northwest, Inc. to do. Also additional time for installed perforated metal drain pipe between Stations 987+00 to Station 1001+00. This pipe was not installed according to plans, which took at least 65% more time and equipment to do the job as directed by the Engineer. We are requesting fifteen (15) additional days for installation of this pipe under the conditions in which we had to do the work.

Respectfully submitted,

M.J. BRASSFIELD COMPANY and
B&F CONSTRUCTION CORP.
Contractor

By G.W. Brassfield - Partner, President

APPROVED BY HIGHWAY COMMISSION
DATE Oct. 10, 1963 for 5 added days which
Floyd L. Young Completed
Secretary the Contract.

CONSENT OF SURETY

Date September 3, 1963, 19

We, UNITED PACIFIC INSURANCE COMPANY

, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

UNITED PACIFIC INSURANCE COMPANY
By (L. W. Neff)
Attorney-in-fact

MANSFIELD & CO.
By
Resident Agent

(SEAL)

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6028 Contractor M.J. Brassfield and B.& F. Construction Corp.

Highway Mt. Hood

Section Fikes Corner - Whiskey Creek

Kind of Work Grading, Paving and Structures

It is recommended that the request for increase in the number of workdays within which to complete said contract be **DENIED** or **GRANTED.** The reasons for such recommendation are as follows:

I recommend we grant 6 days to allow for construction of unanticipated A.C. curbs.

Recommended for Approval:

Dean Swift
Division Engineer

H. T. Becker
Asst Construction Engineer or Bridge Engineer

State Highway Engineer

Contract No.	6028
Project designation	S 473 (3) State-Federal
Date awarded	Feb. 5, 1962
Work started	Feb. 5, 1962
Per cent completed	99 % Date
No. of Workdays Allowed	135
No. of Workdays Used	~~XXX~~ 141
No. of Added Workdays Requested	~~6~~ 20

State Printing 27020

FORM E-30 BDM 8-62 49607

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 17, 1963

To: Mr. L. P. Shaw
Assistant State Highway Engineer

BUILDING

SUBJECT: Time Extension
Fikes Corner-Whiskey Creek Section
Mt. Hood Highway
Contract No. 6028

Attached is a request from M.J. Brassfield Co. and B & F Construction Corp. for an extension of time on this project. The contractor requests 20 work-days because of the addition of A.C. curbs to the project and because of delays experienced in the laying of perforated pipe.

The additional pipe and the alleged delays referred to in the contractor's request did not delay the project. The pipe work was separate from the grading operation and no delay in grading was experienced.

The addition of A.C. curbs to protect the fill slopes did require extra time. A report from the field is that this required 6 additional workdays. We recommend that an extension of 6 days be granted.

This project was completed on September 9 after 141 workdays had been charged. The original allowance was 135 days, so the recommended 6 day extension will eliminate liquidated damage charges on the project.

This is an FAS project, so Bureau of Public Roads concurrence is not required. A rough draft to the Commission is attached.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

CHBBjm
Attachments

cc: L. H. Young

RECEIVED
SEP 17 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 11 1963
FOR FILING

F 421(1)
6028

Salem, Oregon
June 10, 1963

Mr. R. L. Porter
Deputy State Highway Engineer
O F FI C E

There seems to be a conflict re the Brassfield matter (Fikes Corner-Whiskey Creek contract).

Putnam's letter states that they were not granting a time change on the basis of the 10-day notification; however, Swift's letter mentions that and the high moisture content as the reason for the extra time. It would appear that somebody is mixed up. My reason for bringing this up is to find out if it is our intention to make formal notice to contractors when workday counts begin. I do not believe that such notices are necessary and in view of Mr. Brassfield's action in this matter, it could well be that he would use this as a reason for not starting the time count on otherwork. I realize that this is hair-splitting but we are dealing with a hair-splitter.

Forrest Cooper
State Highway Engineer

FC:fn

FORM E-30 50M 11-61 40230

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 6, 1963

SUBJECT:

To: Mr. R. L. Porter
Deputy State Highway Engineer

BUILDING

Regarding Mr. G. W. Brassfield's letter of May 31, a copy of which is attached, the Resident Engineer advised the superintendent on the job that he felt that the material was dry enough that the contractor could start work in approximately 10-days and on this basis, after the expiration of the 10-day period, proceeded to charge workdays. Mr. Brassfield felt that he should have been notified by letter, even though our specifications definitely state that workdays will be charged after March 1, depending upon the normal conditions.

In order to resolve this matter Mr. Swift and Mr. Payne went over the project and determined that the percentage of work available to the contractor during the period of charged days was quite tight, so they, therefore, accepted Mr. Brassfield's protest -- not on the basis of the 10-day notification, but upon the fact that the soil was probably too wet for working conditions.

The matter of the 7212 cubic yards of excavation which Mr. Brassfield claims to be a mistake made by our engineers is nothing more than the amount shown in the estimate corrected to date column and has nothing to do with the final quantities.

A copy of Mr. Swift's reply to Mr. Brassfield is attached.

F. D. Morgan
Construction Engineer

By J. F. Putnam

J. F. Putnam
Assistant Construction Engineer

JFP:bjh

Attachments

RECEIVED
JUN 7 1963
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

FORM E-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
~~EXECUTIVE~~
Bend, Oregon
June 5, 1963

FORREST COOPER
STATE HIGHWAY ENGINEER

G. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

M. J. Brassfield Co.,
General Construction
975 Imperial Drive, N. E.
Salem, Oregon

Gentlemen:

In the matter of starting charge days on the Pikes Corner-Whiskey Creek Contract No. 6028. It was decided that inasmuch as the soil up to now has had a very high moisture content, and due to the fact you were not notified in writing, the charge time will start June 3rd. The fact that you did not have a sub-contract for the remaining grading work would have no bearing on the start of count time.

The matter of 7212 cubic yards mentioned in your letter is well explained in Mr. Payne's letter of May 31st, which was that you have been paid all you have done to date. The estimate corrected to date is 7212 cubic yards too high, and was being held high in case there was some slide or contingency that might need correcting after the winter. This corrected estimate has no bearing on your pay quantity.

Very truly yours,

NOTED
FORREST COOPER

DEAN SWIFT
Division Engineer

DS:me
cc: Mr. Forrest Cooper
Mr. F. D. Morgan
Mr. M. D. Payne

RECEIVED
JUN 6 1963
OFFICE OF
STATE HIGHWAY ENGINEER

REFERRED TO
Wayne
BY DEPUTY STATE HIGHWAY ENGR.

What is this? please advise

May 31, 1963

Mr. Dean Swift
State Highway Department
Bend, Oregon

Re: Contract #6028

Dear Sir:

Mr. Maurice D. Payne has informed me and my engineer, Mr. Lewis, you will not honor the subcontract with Mr. Ed Miller and Mr. Henry Miller before we get a release from Mt. Baker Construction Company. We were not able to get this release from Mt. Baker Construction Company until 5-27-63.

Your Mr. Payne has started charging us time from 5-21-63 which we are protesting and were not informed of until we got Mr. Payne's Weekly Statement 5-24-63. We do not think any time should start counting against us until one week after you have honored our subcontract with Mr. Ed Miller and Mr. Henry Miller because Mr. Payne would not let them start before they had a subcontract approved by the Oregon State Highway Commission.

We also want to go on record of a mistake made by your Engineers and talked over between our Engineer, Mr. Lewis, and your Mr. Maurice D. Payne. They have agreed that we have 7212 cu. yds. of Excavation coming to us which we did not get paid for last year.

Yours truly,

M.J. BRADFIELD COMPANY and
M&F CONSTRUCTION CORP.

G.W. Bradfield

G.W. Bradfield
Partner - President

GWB:rm
cc: Mr. Maurice D. Payne
Mr. F.D. Morgan
Mr. Forrest Cooper

CONSTRUCTION DIVISION
RECEIVED
JUN 5 1963
NOTED

RECEIVED
JUN 3 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN - 1963
OREGON
STATE HIGHWAY COMMISSION

Porter - Mat

[redacted]

3-4-63

This was removed from file 33452-372

S-473(3)

6-28

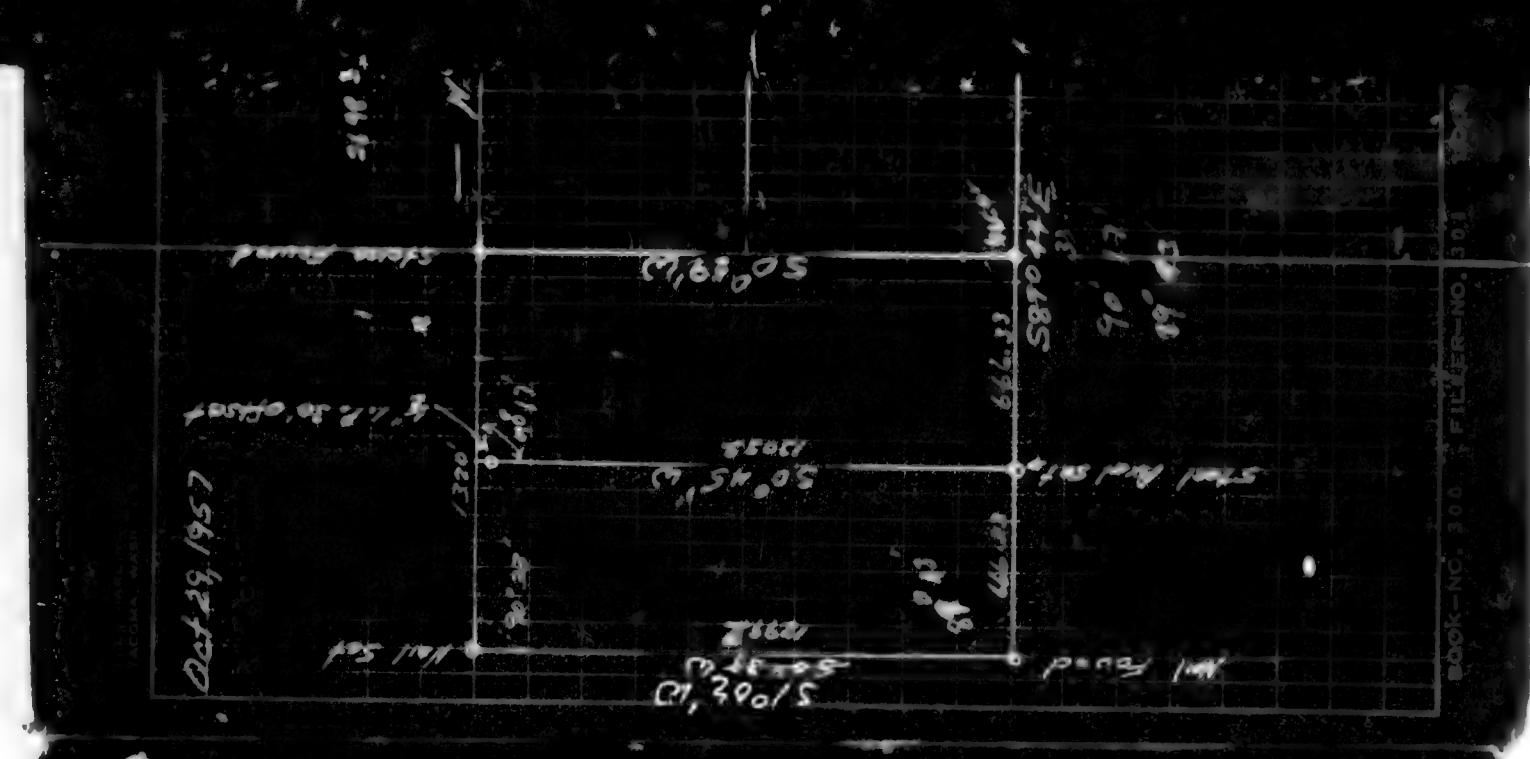
Fikes Corner - Whiskey Creek Section

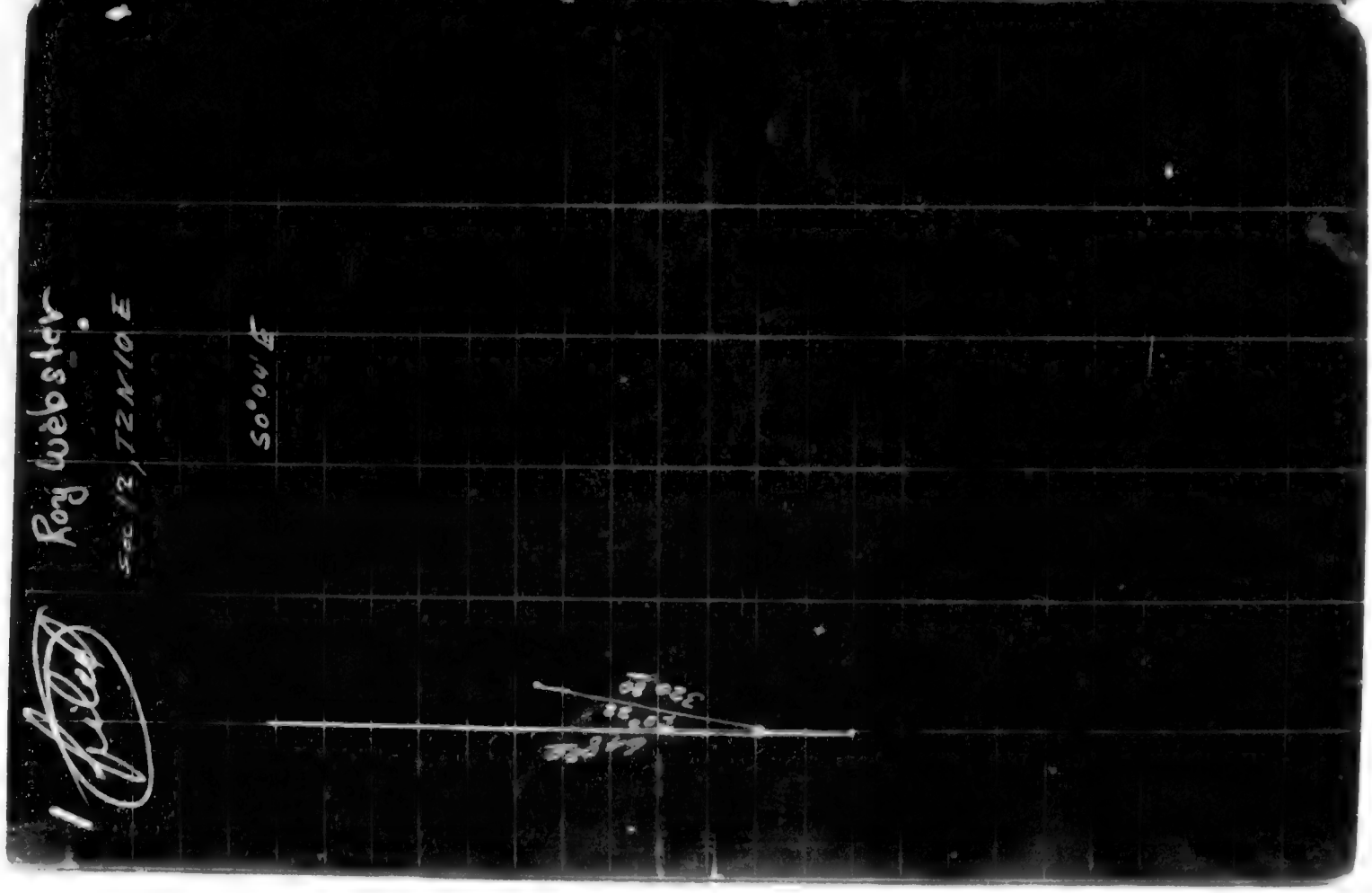
Mt. Hood Highway

Hood River County

Tracing 8B-3313

24

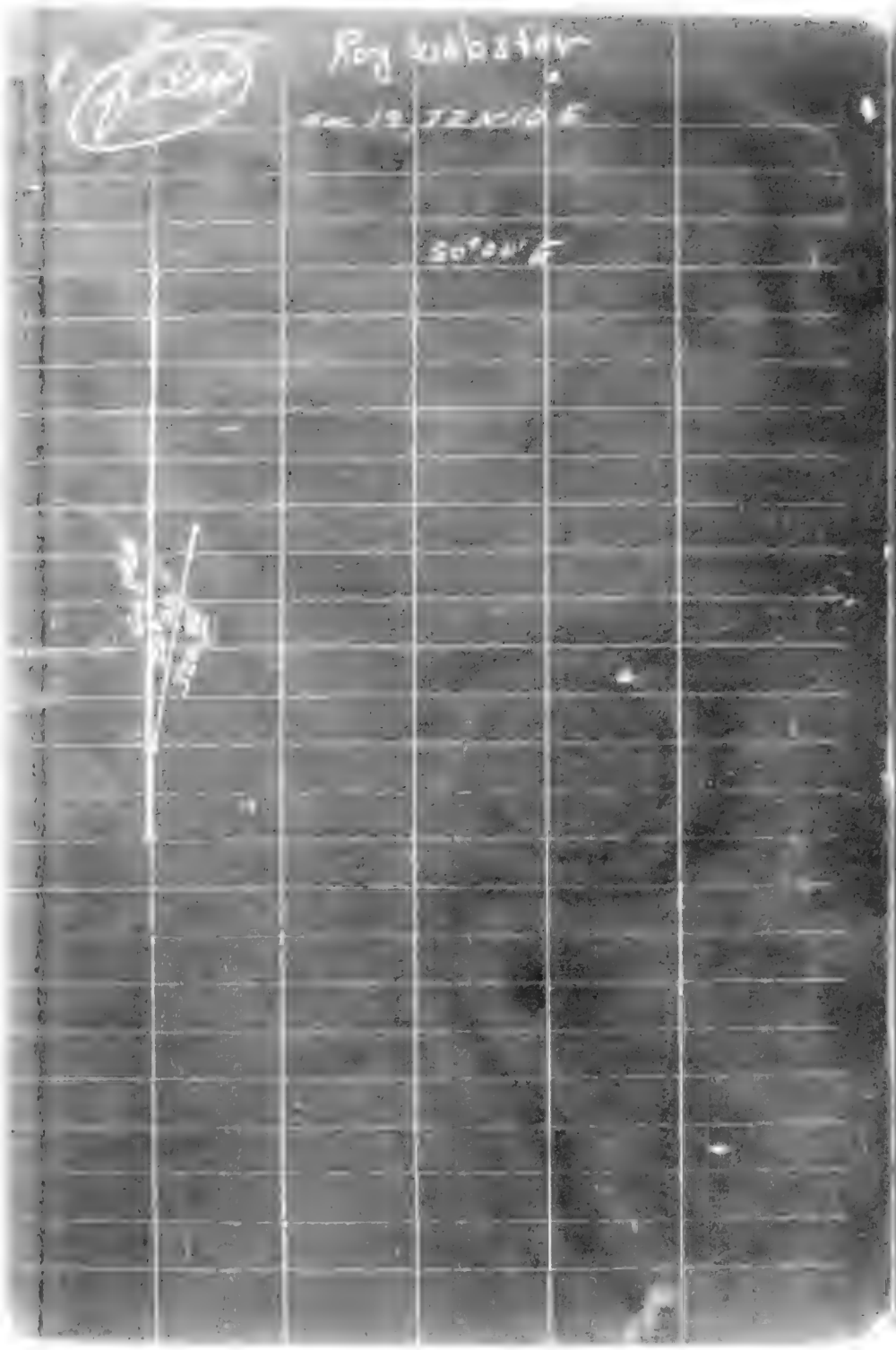


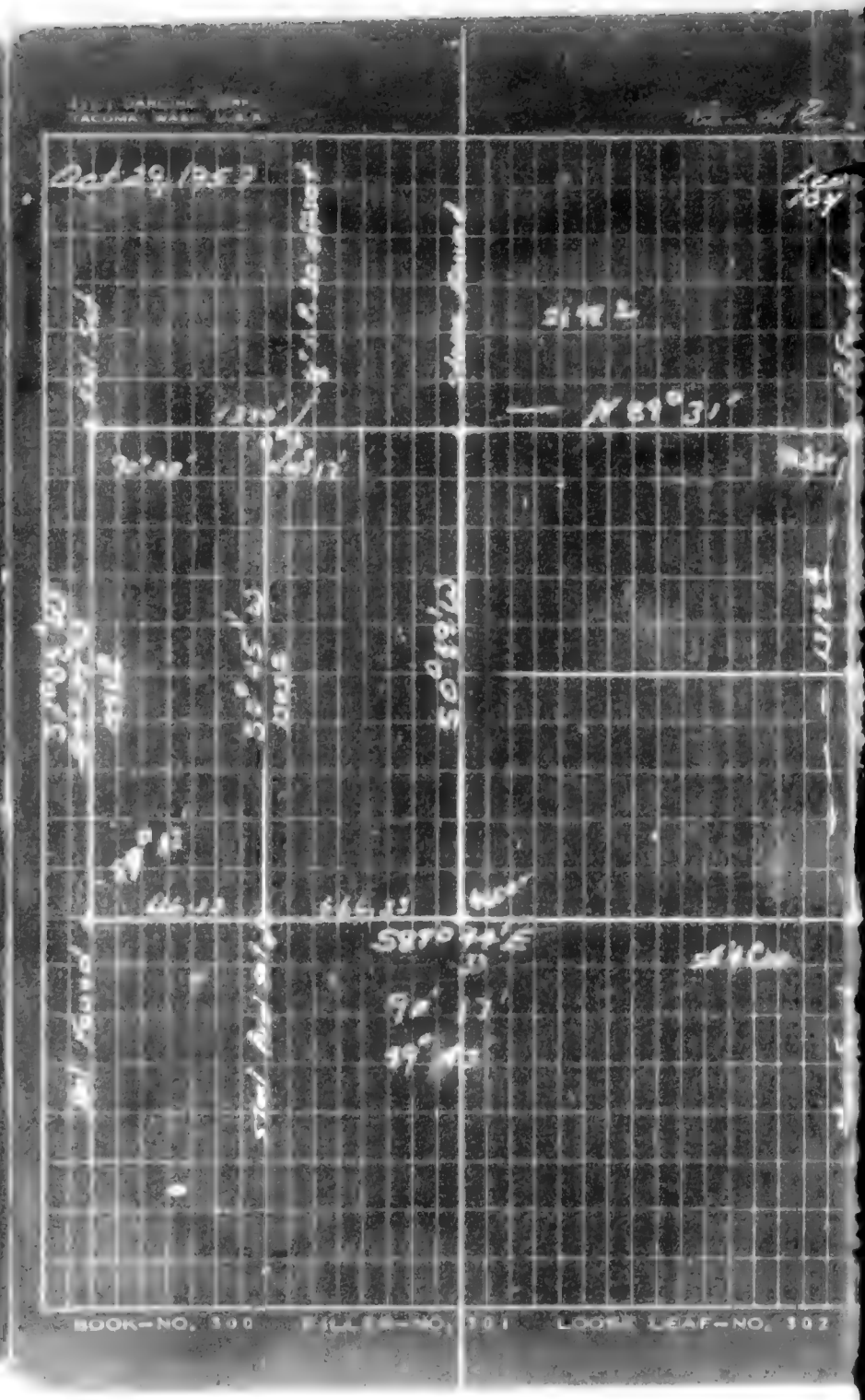


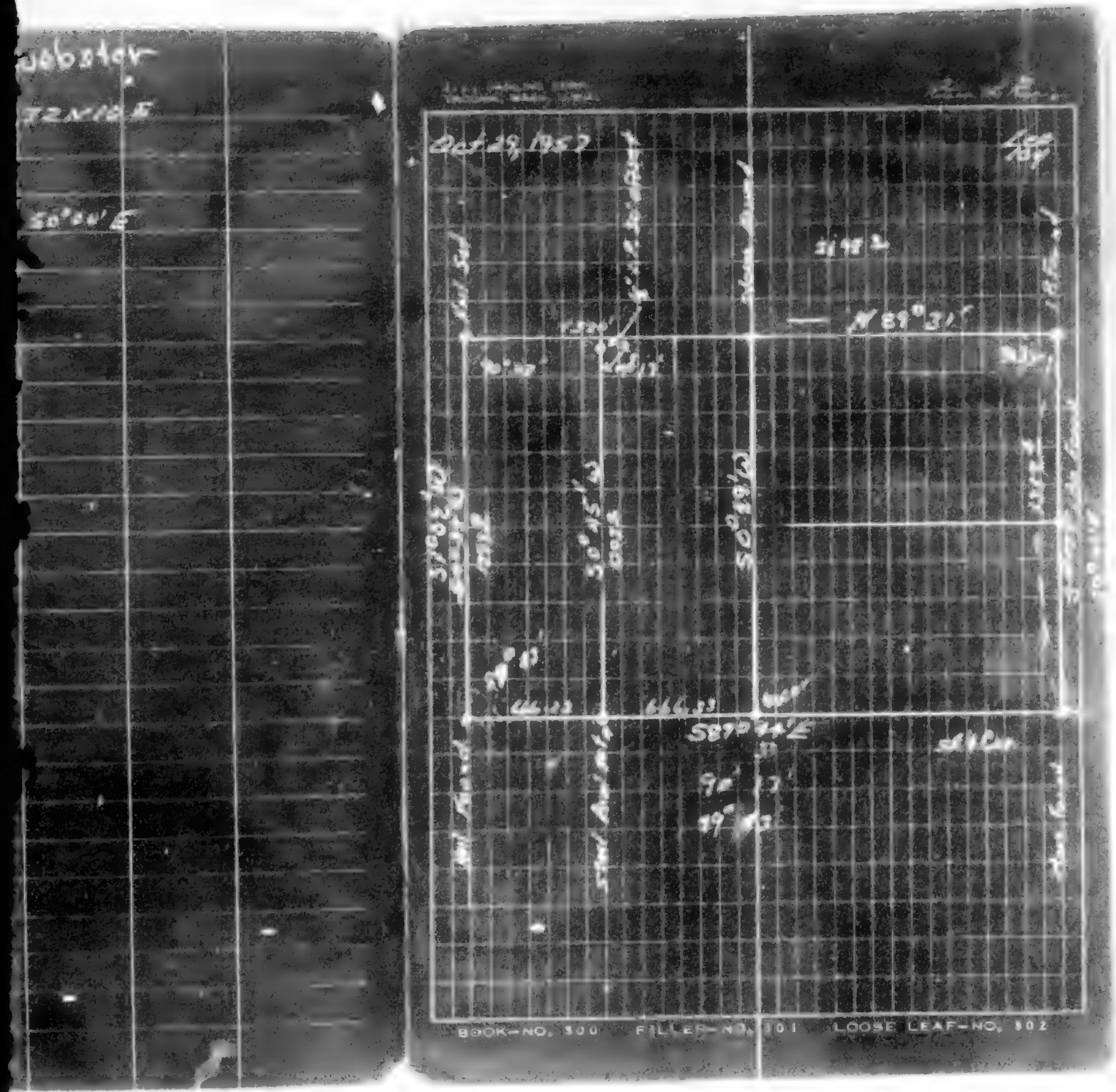
STATE OF OREGON)
) ss
County of Hood River)

I hereby certify that the foregoing survey notes is an exact replica of the original, as the same appears on file and of record at my office and in my custody.

Jesse Frey
County Surveyor


Reg substation


BOOK—NO. 300
LOOSE LEAF—NO. 302


BOOK—NO. 300 FILLER—NO. 101 LOOSE LEAF—NO. 302

IN REPLY REFER TO:
100.4 a
6100

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
State Office
710 N. E. Holladay
Portland 12, Oregon

RECEIVED
MAR 1 1963
LEGAL & RIGHT OF WAY

February 28, 1963

I hereby certify that the attached pages of field notes of the survey of Section 12, Township 2 North, Range 10 East, Willamette Meridian, Oregon, are true Xerox copies of the original field notes of La Fayette Cartee, Deputy Surveyor, under Contract Number 86, dated November 16, 1859, now on file in this office and in my official custody.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the official seal of this office this 28 day of February, 1963.

Thomas A. Tillman

Thomas A. Tillman
Chief, Branch of Cadastral Engineers

Plaintiff's Exh. 2
3/4/63 (nn)
Received

East Boundary Sec. 12, T. 2 N., R. 10 E.
Surveyed by L. F. Carter, Deputy Surveyor
Under Contract No. 86, dated November 16, 1859

Field notes of the Eastern Boundary
of Township 2 North of Range 10 East
of the Willamette Meridian in the
State of Oregon by L. F. Carter.
deputy Surveyor under his Co.
tract No 86 bearing date the
16 day of November 1859

Index diagram

T. 2 N. R. 10 E.

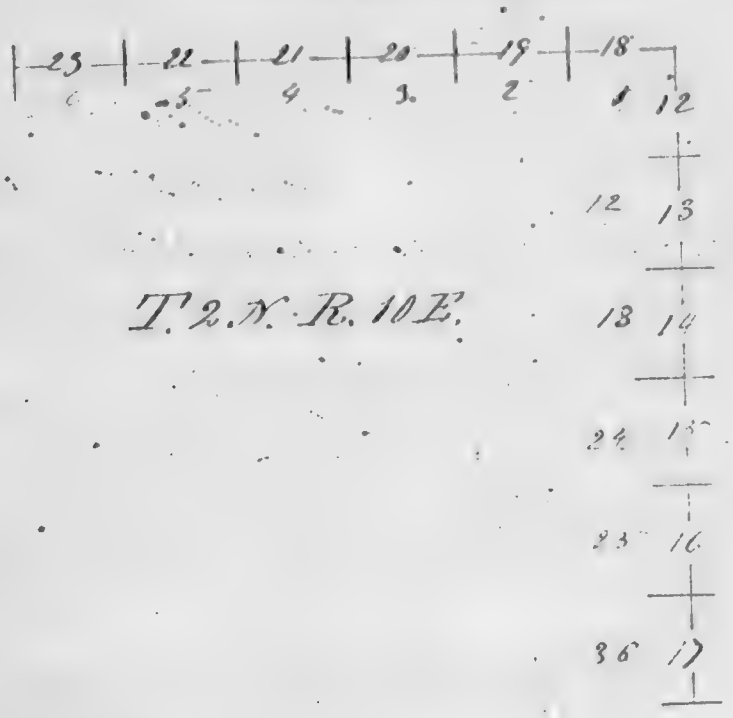
23	22	21	20	19	18
	5	4	3	2	1
24	25	26	27	28	29
13	14	15	16	17	18
12	13	14	15	16	17
1	12	11	10	9	8
36	31	32	33	34	35

East corner of T. 2 N.

South on the east boundary
Dec. 18
24.00 Ascend hill cross S
top of same
40.00 set gr. sec. post from
an oak 10in dia bears S 15
a pine 24in do do N 50
on left bank of creek S
76.30 Creek 10 chs wide cross
80.00 Set post cor to sec
from which
a pine 20in dia bears
a pine 24in do do
a pine 24in do do
a pine 20in do do
11 half mile rolling
ario on sole bind
and pine

Field notes of the subdivision boundaries of Township 2 North of Range 10 East of the Willamette Meridian in the State of Oregon by L. F. Carter, deputy Surveyor under his contract No 56 bearing date the 16 day of November 1859

Index diagram

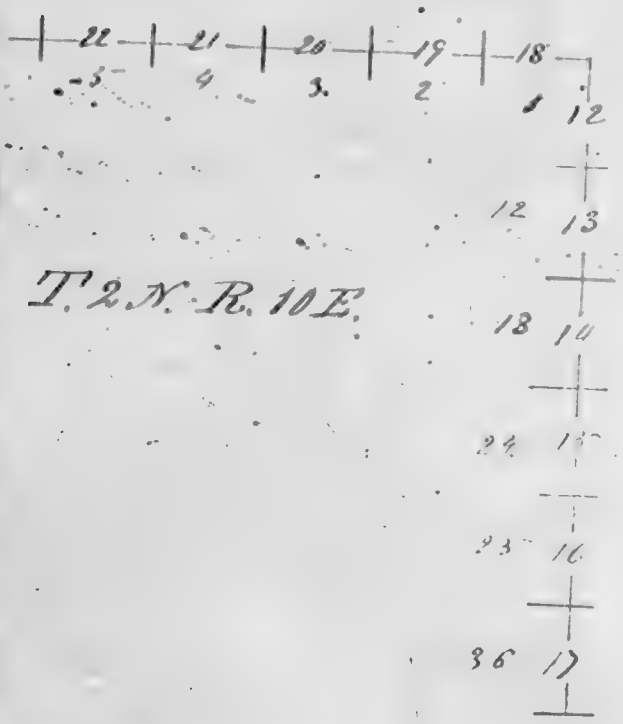


East boundary of T. 2 N R 10 E

South on the east boundary of sec
..... Var 18° 30' E ai
Ascend hill ..... course S 15° W
top of same
24.00 set gr. sec. post from which
40.00 an oak 10 in dia bears S 15° E 0.4
a pine 24 in do do N 50° W 0.9
on left bank of creek 3 lks com
76.50 Creek 10 lks wide course West
80.00 set post corn to sections
from which
a pine 20 in dia bears N 70° W
a pine 24 in do do S 45° E
a pine 24 in do do S 65° W
a pine 20 in do do N 30° E
11 half mile rolling. Soil
rocky on the ridges and
good soil

of the survey
ed notes of the Eastern boundary
Township 2 North of Range 10 East
the Willamette Meridian, in the
te of Oregon by L. F. Carter,
eputy Surveyor, under his con
act No 56 bearing date the
day of November 1859

Index diagram



East boundary of T. 2 N R 10 East

	On the east boundary of Sec 1.
	Var 18° 30' East
	Oak and Pine Corner S 15° W
24.00	top of stone + 200
40.00	set gr. sec post from which
	an oak 10 in dia bears S 15° E 0.81 chs.
	a pine 24 in do do N 50° W 0.90 chs
	on left bank of creek 3 lks on S W
76.50	creek 10 lks mile corner West-
80.00	set post corner to sections 6 & 7 1 & 12
	from which
	a pine 20 in dia bears N 70° W 0.24 chs.
	a pine 24 in do do S 43° E .08 chs.
	a pine 24 in do do S 65° W .64 chs.
	a pine 20 in do do N 30° E .53 chs.
	At half mile Pine Corner
	Pine on side Hill on S. pine
	Small Pine

South of the east boundary of sec 13
Dec 20' East
15.00 Creek 15 lks wide course N 45° W
40.00 Set gr. sec. post
from which
An ash 12 in dia bears S 30° E 0,27 chs.
a pine 14 in. dia do. N 65° W 0,34 chs.
42.75 Creek 5 lks course N W.
80.00 Set post for corner to sections
7. 18. 12 & 13 from which
a pine 6 in dia bears S 30 E 0,67 chs.
a pine 6 in do do S 85° W 0,68 chs.
a pine 20 in do do N 20° W 1.28 chs.
a pine 7 in do do N 20 E 0,12 chs
Land level and rich in cotton timber early pine and pine.

X

South on the east boundary of sec 1
Dec 17' 30' East
3.50 Creek 3 lks wide course N. W.
40.00 Set gr. section post
from which
An ash 8 in dia bears S 30 W 0.
a pine 20 in dia do East 0.
13.50 Track N W & S E
16.40 Creek 4 links course S W
80.00 Set post for corner to Section
18. 17. 12 & 24 from which
a pine 20 in dia bears S 30 E 0.
an ash 8 in dia do S 35° W 1.0
a pine 20 in do do N 70° W 1.
an ash 8 in do do N 15° E 0.

a pine level and rich and
timber pine, ash and pi

the east boundary of sec 18
. . . . Dist 20 East
k 15 links mile comm N 30° W
- pr. sec. post
m which
ank 12 in dia bears S 30° E 0,27 dis.
ain 14 in. dia do. N 65 W 0,94 dis.
k 8 lks comm N W.
post for corner to sections
12 & 13 from which
in 6 in dia bears S 30 E 0,64 dis.
n 6 in do do S 83° W 0,68 dis.
20 in do do N 20° W 1,28 dis.
7 in do do N 20 E 0,12 dis

Land this 2nd day
- ouk, pine and fir.

X

South on the east boundary of sec 13
. . . . Dist 17 30' East
3.50 Oak 3 lks mile comm N. W.
4.00 Set pr. section post
from which
Ironwood 8 in dia bears S 30 W 0.34 dis.
a pine 10 in. do do East 0.28 dis.
13.50 Hazel N. W & S E
16.40 Oak 4 links comm S W
80.00 Set post for corner to Sections
18 17 13 & 24 from which
a pine 8 in. dia bears S 30 E 0.47 lks
Iron oak 8 in. dia do S 35° W 1.08 dis.
a pine 20 in. do do N 70° W 1.04 dis.
Iron oak 8 in. do do N 15° E 0.73 dis.

Land this sec 2nd rate
timber pine, oak and fir.

Sec. 12, T. 2 N., R. 10 E.
by
L. F. Carter, 1859

No 307 T 2 N R 10 E

North between Sections 13 & 14

40.00 ch Post for 1/4 Section Corner
from which
a pine 24in dia bears S 40° E 0.47 ch
a pin 8in dia do do S 45° W 0.9 ch
54.00 Creek 25 lks wide course N 25° W — 30.00
80.00 ch Post for corner to Sections
11. 12. 13 & 14 from which
an oak 8in dia bears N 45° E 1.25 ch
an oak 12in dia do N 83° W 0.74 ch
an oak 6in dia do S 55° E 2.00 ch
a pine 20in dia do S 60° W 1.14 ch

Land broken and hilly with
timber pine and oak

T 2 N R 10 E

East on random line between
Dun 20°
40.00 ch temp 1/4 Sec.
80.12 Enlarged to 81 links

N 88° 18' W on True line betw
14.73 Creek 5 lks wide Cour
40.06 ch Post for 1/4 Sec.
from
an oak 8in dia bears S
an oak 8in dia do N
73.00 Bluff to Head
80.12 to Section corner

Land rolling
Soil

T. 307 N R 10 E

North between Sections 13 & 14

40.00 ch Post for gr. Section Corner
from which
a pine 24in dia bears S 45° E 0.47 ch
a pin 8in dia do S 45° W 0.9 ch
54.00 Creek 25 lks wide course N 20° W - 30.00
80.00 ch Post for corner to Sections
11. 12. 13 & 14 from which
an ouk 8in dia bears N 45° E 1.20 ch
an ouk 12in dia do N 85° W 0.74 ch
an ouk 6in dia do S 58° E 2.00 ch
a pine 20in dia do S 60° W 1.14 ch

Land broken Soil gravelly
timber Pine Quick ouk

T. 307 N R 10 E

East on random line between
Run 20°
40.00 ch Temp gr Sec. P
80.12 Subsequent N 89° W

N 89° 18' W on True line betwe
14.73 Creek 5 lks wide Cour
40.06 ch Post for gr. Sec.
from wh
an ouk 8in dia bears S 10
an ouk 8in dia do N 3
7.50 Bluff to Head w
80.12 to Section Corner

Land rolling Soil
Late timber Pine

T 2 N R 10 E

East on eastern line between Sections 12 & 13
Iron 20 East
40,00 ch. temp. to Sec. post
80/2 links N 8 chs. 98 lks N of cor

N 89° 18' W on Township line between Secs. 12 & 13
14,73 - Creek 5 lks wide Course N 60° W.
40,66 ch. post for Q. Sec. Cor
from which
an oak 8 in. dia. bears S 10° W 0,73 chs
an oak 8 in. dia. do. N 30° W 0,81 chs
7,80 chs bluff to Hond river
80/2 to Section corner

Hond rolling East 2nd
Date timber Pine and oak

T 2 N R 10 E

Sections 13 & 14

East for Q. Section Corner
from which
an oak dia. bears S 45° E 0,47 chs
do. do. S 45° W 0,9 chs
Pine 30 lks wide Course N 2° W - 30
East for corner to Sections
13 & 14 from which
an oak dia. bears N 45° E 1,20 chs
do. do. N 83° W 0,74 chs
do. do. S 58° E 2,00 chs
do. do. S 60° W 1,14 chs

Hond Small 2nd rate
Pine. Date with

9 309

Township 2 N R 10 East—

North between sections 11 & 12

2,73 Hard iron & set stone Corner N E
Expands Iron & Sandstone 1.44 ch
from which stone bears
S 29° E distance per 2.50 ch
23.50 Creek 3 Chs wide course East-
40.00 Set post for 9 sections corner
from which
an oak 8 ins dia bears S 80° W 0.47 ch
an oak 12 ins dia S 45° E 0,70 ch
80.00 Set post for corner to sections
1. 2 11 & 12. from which
a pine 24 ins dia bears N 25° W 0.43 ch
a pine 20 ins dia do N 30° E 0,43 ch
a pine 20 ins do do S 45° E 0,64 ch
a pine 18 ins do do S 50° W 0,44 ch

Land broken due 2 ins rate
timber-oak and pine
8 ins & ups.

Township 2 N R 10 E

East on random between sections
Var 20° 15' E
40,00 Set stone 9 sec. from
80.10 Intersect N & S line
S 88 18' W on this line
10.25 Creek 3 Chs wide course
36 73 Hard iron pin & set stone
line and on N 42' W
from which stone
making dist. and
40.06 Set post for 9 sec.
from
an oak 8 ins dia bears
a pine 8 ins do do
60,12 to sections corner

Land broken due
rate timber oak

Township 2 N R 10 East

East on random between sections 1 & 12
Var 20° 15' East-

40,00 Set post for sec. corner
80,10 Intersect N B of Chain 98 lks S of cor
S 89° 15' W on chain between secs 1 & 12
10,25 Creek 3 lks wide course N 60 W
36,75 Road running N & S set stone witness
line and cor N 0° 42' W 2,24 chs
from which stone bears S 49° 45' E
Making dist. cor 2,69 chs
40,06 Set post for sec. corner.
from which
Ash 8 in dia bears S 15° W 0,26 chs
Ash 8 in do do S 25° E 0,13 chs
40,12 to Section corner

Land broken post and
rocks bind ash 5 links

sections 11 & 12

[illegible] & set stone course N E
[illegible] chain & cor West 1,44 chs
from which stone bears
Western oak 2,60 chs
[illegible] mound course East-
[illegible] for qr. Section corner
from which
[illegible] dia bears S 80 W 0,43 chs
[illegible] do do S 45 E 0,70 chs
[illegible] for corner to Sections
from which
[illegible] dia bears N 25° W 0,43 chs
[illegible] dia do N 30° E 0,43 chs
[illegible] do do S 45 E 0,64 chs
[illegible] do do S 50° W 0,44 chs

[illegible] broken mound 2 w rocks
[illegible] oak and stone
[illegible] 8 in

83829 Filed for record March 13, 1953 at 4:00 P.M.

BOOK 49 PAGE 524

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that we, KIRSTENA PAASCH, sometimes known as CHRISTENA PAASCH, and also sometimes known as KRISTENA PAASCH, a single woman, and ROBERT L. PAASCH and LaVERN H. PAASCH, husband and wife, all of Route 1, Hood River, Oregon, in consideration of TEN ($10.00) DOLLARS and other good and valuable consideration to us in hand paid by WARREN E. AUE and MARY A. AUE, husband and wife, of Route 1, Box 245, Hood River, Oregon, have bargained and sold and by these presents do grant, bargain, sell and convey unto the said WARREN E. AUE and MARY A. AUE, and to his her or their heirs and assigns, the following described real property, togetherwith all the tenements, hereditaments and appurtenances thereto, in the County of Hood River, State of Oregon, to-wit:

A tract of land 21 feet east and west and 155 feet north and south, in the Southwest corner in the Southwest Quarter (SW¼) of the Northwest quarter (NW¼) of the Southeast quarter (SE¼) of Section 12, Township 2 North, Range 10, E.W.M., more particularly described as follows:

Commencing at a point on the center line of the Paasch Road 96 feet east of the intersection of the center lines of the Mt. Hood Loop Highway and the Paasch Road, and the same being the Southeast corner of that tract of land heretofore conveyed by Emmett E. Holman et ux to W. E. Aue et ux dated November 17, 1950, and recorded January 19, 1951, in Book 44 of Deed Records of Hood River County, Oregon, at Page 432; thence East along the center line of the Paasch Road a distance of 21 feet; thence North and parallel to the east line of the Aue tract above described a distance of 155 feet to a point; thence West a distance of 21 feet to the Northeast corner of the Aue tract above described; thence South along the east line of said Aue tract 155 feet more or less to the point of beginning.

SAVING AND EXCEPTING THEREFROM AND SUBJECT TO:

All easements and rights of way of record or now existing.

TO HAVE AND TO HOLD the same unto the said WARREN E. AUE and MARY A. AUE, husband and wife, as tenants by the entirety and to his, her or their heirs or assigns forever.

And we, the grantors above named, do covenant to and with the above named grantees, their heirs and assigns, that we are lawfully seised in fee simple of the above granted premises and that the above granted premises are free and clear of all encumbrances, that we will warrant and forever defend the above granted premises and every part and

a single woman; and ROBERT L. PAASCH and LaVERN H. PAASCH, husband and wife, all of Route 1, Hood River, Oregon, in consideration of TEN ($10.00) DOLLARS and other good and valuable consideration to us in hand paid by WARREN E. AUE and MARY A. AUE, husband and wife, of Route 1, Box 245, Hood River, Oregon, have bargained and sold and by these presents do grant, bargain, sell and convey unto the said WARREN E. AUE and MARY A. AUE, and to his her or their heirs and assigns, the following described real property, togetherwith all the tenements, hereditaments and appurtenances thereto, in the County of Hood River, State of Oregon, to-wit:

A tract of land 21 feet east and west and 155 feet north and south, in the Southwest corner in the Southwest Quarter (SW¼) of the Northwest quarter (NW¼) of the Southeast quarter (SE¼) of Section 12, Township 2 North, Range 10, E.W.M., more particularly described as follows:

Commencing at a point on the center line of the Paasch Road 96 feet east of the intersection of the center lines of the Mt. Hood Loop Highway and the Paasch Road, and the same being the Southeast corner of that tract of land heretofore conveyed by Emmett E. Holman et ux to W. E. Aue et ux dated November 17, 1950, and recorded January 19, 1951, in Book 44 of Deed Records of Hood River County, Oregon, at Page 432; thence East along the center line of the Paasch Road a distance of 21 feet; thence North and parallel to the east line of the Aue tract above described a distance of 155 feet to a point; thence West a distance of 21 feet to the Northeast corner of the Aue tract above described; thence South along the east line of said Aue tract 155 feet more or less to the point of beginning.

SAVING AND EXCEPTING THEREFROM AND SUBJECT TO:

All easements and rights of way of record or now existing.

TO HAVE AND TO HOLD the same unto the said WARREN E. AUE and MARY A. AUE, husband and wife, as tenants by the entirety and to his, her or their heirs or assigns forever.

And we, the grantors above named, do covenant to and with the above named grantees, their heirs and assigns, that we are lawfully seised in fee simple of the above granted premises and that the above granted premises are free and clear of all encumbrances, that we will warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands against all persons whomsoever, save those easements or rights of way now of record or existing.

Plaintiff's Exh. (16)
3/6/63 Brief

WITNESS our hands and seals this 5th day of March, 1953.

Mrs. Kirstena Paasch. (SEAL)

Robert L. Paasch (SEAL)

Lavern H. Paasch (SEAL)

STATE OF OREGON)
) ss.
County of Hood River)

5 March, 1953.

Personally appeared the within named KIRSTENA PAASCH, sometimes known as CHRISTENA PAASCH, and sometimes known as KRISTENA PAASCH, a single woman, and ROBERT L. PAASCH and LaVERN H. PAASCH, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

NOTARY PUBLIC STATE OF OREGON (SEAL)

W. Earle Parker
Notary Public for Oregon
My commission expires: March 7 1954

DOCUMENTARY 50 cents 50

DOCUMENTARY 5 cents 5

STATE OF OREGON)
County of Hood River) ss.

FEB 26 1963

I hereby certify that the foregoing photograph is an exact replica of the original, as the same appears on file and of record at my office and in my custody.

D. E. Ambler
County Clerk

Mrs. Kristena Paasch ....(SEAL)

Robert L. Paasch ....(SEAL)

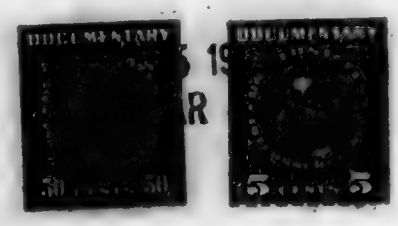
Lavern H. Paasch ....(SEAL)

STATE OF OREGON)
) ss. 5 March, 1953.
County of Hood River)

Personally appeared the within named KIRSTENA PAASCH, sometimes known as CHRISTENA PAASCH, and sometimes known as KRISTENA PAASCH, a single woman, and ROBERT L. PAASCH and LaVERN H. PAASCH, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

(SEAL)

W. Lawrence Parker
Notary Public for Oregon
My commission expires: March 7 1954



STATE OF OREGON
County of Hood River } ss. FEB 26 1963

I hereby certify that the foregoing photograph is an exact replica of the original, as the same appears on file and of record at my office and in my custody.

D. E. Ambler
County Clerk
By E. Simonds
Deputy

83829 Filed for record March 13, 1953 at 4:00 P.M.

BOOK 49 PAGE 524

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that we, KIRSTENA PAASCH, sometimes known as CHRISTENA PAASCH, and also sometimes known as KRISTENA PAASCH, a single woman, and ROBERT L. PAASCH and LaVERN H. PAASCH, husband and wife, all of Route 1, Hood River, Oregon, in consideration of TEN ($10.00) DOLLARS and other good and valuable consideration to us in hand paid by WARREN E. AUE and MARY A. AUE, husband and wife, of Route 1, Box 245, Hood River, Oregon, have bargained and sold and by these presents do grant, bargain, sell and convey unto the said WARREN E. AUE and MARY A. AUE, and to his her or their heirs and assigns, the following described real property, togetherwith all the tenements, hereditaments and appurtenances thereto, in the County of Hood River, State of Oregon, to-wit:

A tract of land 21 feet east and west and 155 feet north and south, in the Southwest corner in the Southwest Quarter (SW¼) of the Northwest quarter (NW¼) of the Southeast quarter (SE¼) of Section 12, Township 2 North, Range 10, E.W.M., more particularly described as follows:

Commencing at a point on the center line of the Paasch Road 96 feet east of the intersection of the center lines of the Mt. Hood Loop Highway and the Paasch Road, and the same being the Southeast corner of that tract of land heretofore conveyed by Emmett E. Holman et ux to W. E. Aue et ux dated November 17, 1950, and recorded January 19, 1951, in Book 44 of Deed Records of Hood River County, Oregon, at Page 432; thence East along the center line of the Paasch Road a distance of 21 feet; thence North and parallel to the east line of the Aue tract above described a distance of 155 feet to a point; thence West a distance of 21 feet to the Northeast corner of the Aue tract above described; thence South along the east line of said Aue tract 155 feet more or less to the point of beginning.

SAVING AND EXCEPTING THEREFROM AND SUBJECT TO:

All easements and rights of way of record or now existing.

TO HAVE AND TO HOLD the same unto the said WARREN E. AUE and MARY A. AUE, husband and wife, as tenants by the entirety and to his, her or their heirs or assigns forever.

And we, the grantors above named, do covenant to and with the above named grantees, their heirs and assigns, that we are lawfully seised in fee simple of the above granted premises and that the above granted premises are free and clear of all encumbrances, that we will warrant and forever defend the above granted premises and every part and

known as [illegible] and

a single woman, and ROBERT L. PAASCH and LaVERN H. PAASCH, husband and wife, all of Route 1, Hood River, Oregon, in consideration of TEN ($10.00) DOLLARS and other good and valuable consideration to us in hand paid by WARREN E. AUE and MARY A. AUE, husband and wife, of Route 1, Box 245, Hood River, Oregon, have bargained and sold and by these presents do grant, bargain, sell and convey unto the said WARREN E. AUE and MARY A. AUE, and to his her or their heirs and assigns, the following described real property, togetherwith all the tenements, hereditaments and appurtenances thereto, in the County of Hood River, State of Oregon, to-wit:

A tract of land 21 feet east and west and 155 feet north and south, in the Southwest corner in the Southwest Quarter (SW¼) of the Northwest quarter (NW¼) of the Southeast quarter (SE¼) of Section 12, Township 2 North, Range 10, E.W.M., more particularly described as follows:

Commencing at a point on the center line of the Paasch Road 96 feet east of the intersection of the center lines of the Mt. Hood Loop Highway and the Paasch Road, and the same being the Southeast corner of that tract of land heretofore conveyed by Emmett E. Holman et ux to W. E. Aue et ux dated November 17, 1950, and recorded January 19, 1951, in Book 44 of Deed Records of Hood River County, Oregon, at Page 432; thence East along the center line of the Paasch Road a distance of 21 feet; thence North and parallel to the east line of the Aue tract above described a distance of 155 feet to a point; thence West a distance of 21 feet to the Northeast corner of the Aue tract above described; thence South along the east line of said Aue tract 155 feet more or less to the point of beginning.

SAVING AND EXCEPTING THEREFROM AND SUBJECT TO:

All easements and rights of way of record or now existing.

TO HAVE AND TO HOLD the same unto the said WARREN E. AUE and MARY A. AUE, husband and wife, as tenants by the entirety and to his, her or their heirs or assigns forever.

And we, the grantors above named, do covenant to and with the above named grantees, their heirs and assigns, that we are lawfully seised in fee simple of the above granted premises and that the above granted premises are free and clear of all encumbrances, that we will warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands against all persons whomsoever, save those easements or rights of way now of record or existing.

Plaintiff's Exhibit 16
3/6/63 Jm

WITNESS our hands and seals this 5th day of March, 1953.

Mrs. Kristena Paasch (SEAL)

Robert L. Paasch (SEAL)

Lavern H. Paasch (SEAL)

STATE OF OREGON)
) ss. 5 March, 1953.
County of Hood River)

Personally appeared the within named KIRSTENA PAASCH, sometimes known as CHRISTENA PAASCH, and sometimes known as KRISTENA PAASCH, a single woman, and ROBERT L. PAASCH and LaVERN H. PAASCH, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

W. Walter Parker
Notary Public for Oregon
My commission expires: March 7 1954

WALTER PARKER NOTARY PUBLIC STATE OF OREGON (SEAL)

DOCUMENTARY 50 cents 50 DOCUMENTARY 3 cents 3

STATE OF OREGON } ss.
County of Hood River }

FEB 26 1963

I hereby certify that the foregoing photograph is an exact replica of the original, as the same appears on file and of record at my office and in my custody.

D. E. Ambler
County Clerk

WITNESS our hands and seals this 5th day of March, 1953.

Mrs. Kristena Paasch (SEAL)

Robert L. Paasch (SEAL)

Lavern H. Paasch (SEAL)

STATE OF OREGON)
) ss. 5 March, 1953.
County of Hood River)

Personally appeared the within named KIRSTENA PAASCH, sometimes known as CHRISTENA PAASCH, and sometimes known as KRISTENA PAASCH, a single woman, and ROBERT L. PAASCH and LaVERN H. PAASCH, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

(SEAL)

Notary Public for Oregon
My commission expires: March 7 1954

STATE OF OREGON)
) ss. FEB 26 1963
County of Hood River)

I hereby certify that the foregoing photograph is an exact replica of the original, as the same appears on file and of record at my office and in my custody.

D. E. Ambler
County Clerk

By E. Simonds
Deputy

Vol. 44 Page 432

Filed for record January 14, [illegible]

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that we, EMMETT E. HOLMAN and FLORENCE E. HOLMAN, husband and wife now and at all times since acquiring title to the real property hereinafter described, of Hood River, Oregon, in consideration of the sum of ONE ($1.00) DOLLAR and other good and valuable consideration to us in hand paid by W. E. AUE and MARY A. AUE, husband and wife, of Route 1, Hood River, Oregon, have bargained and sold and by these presents do grant, bargain, sell and convey unto the said W.E. AUE and MARY A. AUE, husband and wife, as tenants by the entirety and to his, her or their heirs and assigns all our right, title and interest in and to the following bounded and described real property, together with all the tenements, hereditaments, and appurtenances thereto in the County of Hood River, State of Oregon, to-wit:

A tract of land 155 feet North and South and 96 feet East and West in the Southwest corner of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of Section 12, Township 2 North, Range 10 East of the Willamette Meridian, and more particularly described as follows:

Commencing at the intersection of the center lines of Mt. Hood Loop Highway and Paasch Road and running thence East along the center line of Paasch Road 96 feet; thence North parallel to the center line of Mt. Hood Loop Highway 155 feet; thence West 96 feet to the center line of said Mt. Hood Loop Highway; and thence South 155 feet along the center line of said Mt. Hood Loop Highway 155 feet to the point and place of beginning, EXCEPTING, HOWEVER, said Mt. Hood Loop Highway and all other rights of way of record.

ALSO a right of way to take irrigating water from the box located at the Southwest corner of the Mortgagee's land along the South line of said lands to the lands of the Mortgagor herein.

ALSO the service station and equipment now located upon the premises.

SAVING AND EXCEPTING THEREFROM AND SUBJECT TO:

1. All rights reserved to Lois K. Reed and her assigns as set forth in that certain "Contract For Sale of Real Estate" dated November 19, 1948, wherein Lois K. Reed was the Seller and Emmett E. Holman and Florence E. Holman, husband and wife, were the purchasers and all amendments thereto, and in particular that amendment dated April 15,

} ss.

[illegible] foregoing photograph is an exact [illegible] same appears on file and of record [illegible] day.

FEB 26 1963

[illegible] County Clerk

By [illegible] Deputy

KNOW ALL MEN BY THESE PRESENTS, that we, [illegible]

HOLMAN and FLORENCE E. HOLMAN, husband and wife now and at all times since acquiring title to the real property hereinafter described, of Hood River, Oregon, in consideration of the sum of ONE ($1.00) DOLLAR and other good and valuable consideration to us in hand paid by W. E. AUE and MARY A. AUE, husband and wife, of Route 1, Hood River, Oregon, have bargained and sold and by these presents do grant, bargain, sell and convey unto the said W.E. AUE and MARY A. AUE, husband and wife, as tenants by the entirety and to his, her or their heirs and assigns all our right, title and interest in and to the following bounded and described real property, together with all the tenements, hereditaments, and appurtenances thereto in the County of Hood River, State of Oregon, to-wit:

A tract of land 155 feet North and South and 96 feet East and West in the Southwest corner of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of Section 12, Township 2 North, Range 10 East of the Willamette Meridian, and more particularly described as follows:

Commencing at the intersection of the center lines of Mt. Hood Loop Highway and Paasch Road and running thence East along the center line of Paasch Road 96 feet; thence North parallel to the center line of Mt. Hood Loop Highway 155 feet; thence West 96 feet to the center line of said Mt. Hood Loop Highway; and thence South 155 feet along the center line of said Mt. Hood Loop Highway 155 feet to the point and place of beginning, EXCEPTING, HOWEVER, said Mt. Hood Loop Highway and all other rights of way of record.

ALSO a right of way to take irrigating water from the box located at the Southwest corner of the Mortgagee's land along the South line of said lands to the lands of the Mortgagor herein.

ALSO the service station and equipment now located upon the premises.

SAVING AND EXCEPTING THEREFROM AND SUBJECT TO:

1. All rights reserved to Lois K. Reed and her assigns as set forth in that certain "Contract For Sale of Real Estate" dated November 19, 1948, wherein Lois K. Reed was the Seller and Emmett E. Holman and Florence E. Holman, husband and wife, were the purchasers and all amendments thereto, and in particular that amendment dated April 15, 1949, which instrument was recorded on November 4, 1949, in Book 41 of Deed Records at page 379.

STATE OF OREGON } ss
County of [illegible] } FEB 26 1963

I hereby certify that the foregoing photograph is an exact replica of the same appears on file and of record at my office and was duly recorded by me.

A. G. Stahlber
County Clerk

By E. Simonds
Deputy

Plaintiffs Exh. 15
3/4/63
Ben

2. Rights of the Public in and to so much of these premises as may lie within the boundaries of any road or highway.

TO HAVE AND TO HOLD the above described and granted premises unto the said W.E. AUE and MARY A. AUE, husband and wife, as tenants by the entirety and not as tenants in common, and to his, her or their heirs and assigns forever.

And we, the grantors above named, covenant to and with the above named grantees, their heirs and assigns, that we are lawfully seised in fee simple of the above granted premises; that the above granted premises are free from all encumbrances except for taxes following the 1949-50 tax year and the exceptions as stated above to Lois K. Reed and her assigns, and that we will warrant and defend forever the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever save for said taxes and the rights of the said Lois K. Reed and her assigns.

IN WITNESS WHEREOF, we, the grantors above named, have hereunto set our hands and seals on this 17th day of November, 1950.

_____(SEAL)

Florence E Holman (SEAL)

STATE OF OREGON)
(ss.
County of Hood River) 17 November, 1950.

Personally appeared the within named EMMETT E. HOLMAN and FLORENCE E. HOLMAN, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

W. Walter Parker (SEAL)
Notary Public for Oregon
My commission expires: March 7, 1954.

W. WALTER PARKER NOTARY PUBLIC (SEAL)

IMPROVEMENT IMPROVEMENT DOCUMENTARY

boundaries of any road or highway.

TO HAVE AND TO HOLD the above described and granted premises unto the said W.E. AUE and MARY A. AUE, husband and wife, as tenants by the entirety and not as tenants in common, and to his, her or their heirs and assigns forever.

And we, the grantors above named, covenant to and with the above named grantees, their heirs and assigns, that we are lawfully seised in fee simple of the above granted premises; that the above granted premises are free from all encumbrances except for taxes following the 1949-50 tax year and the exceptions as stated above to Lois K. Reed and her assigns, and that we will warrant and defend forever the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever save for said taxes and the rights of the said Lois K. Reed and her assigns.

IN WITNESS WHEREOF, we, the grantors above named, have hereunto set our hands and seals on this 17th day of November, 1950.

_____(SEAL)

Florence E Holman (SEAL)

STATE OF OREGON)
(ss. 17 November, 1950.
County of Hood River)

Personally appeared the within named EMMETT E. HOLMAN and FLORENCE E. HOLMAN, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

W. LAWTER PARKER NOTARY PUBLIC STATE OF OREGON (SEAL)

W Lawter Parker
Notary Public for Oregon
My commission expires: March 7, 1954.

510

COMPARED

50¢cm Warren C. Keck et ux to Kent Shoemaker et ux

WARRANTY DEED

Filed for record Oct.11,1926 at 11:50a.m.

KNOW ALL MEN BY THESE PRESENTS, That Warren C. Keck and Henrietta Keck, husband and wife of Hood River State of Oregon, in consideration of Twelve Thousand Five Hundred ($12500) Dollars, to us paid by Kent Shoemaker and Effie E. Shoemaker husband and wife of Hood River, State of Oregon, have bargained and sold, and by these presents do grant, bargain, sell and convey unto said Kent Shoemaker and Effie E. Shoemaker, husband and wife their heirs and assigns, all the following bounded and described real property situated in the County of Hood River and State of Oregon:

A tract of land in the southeast quarter of the northeast quarter, and in the northeast quarter of the southeast quarter of Section 15, Township Two North, Range Ten East of the Willamette Meridian, described as follows;
Beginning at a point in the center of the county road which divides said Section 15 into east and west halves 330.4 feet north of the line dividing said Section into north and south halves, said point being the southeast corner of lands owned by Mary T. Hayt; thence westerly along the south line of said lands belonging to Mary T. Hayt 586.2 feet to the southwest corner of said lands belonging to said Mary T. Hayt; thence southerly 877.25 feet to the northwest corner of lands belonging to Charles H. Sproat; thence easterly along the north line of said lands belonging to said Charles H. Sproat 579.9 feet to the north and south center line of said section, township and range, said point being in the center of said county road; thence northerly along the north and south center line of said section, township and range in the center of said county road 884.05 feet, to the place of beginning, containing 11.70 acres, more or less;

together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, and also all our estate, right, title and interest in and to the same, including dower and claim of dower.

TO HAVE AND TO HOLD, the above described and granted premises unto the said Kent Shoemaker and Effie E. Shoemaker, husband and wife, as an estate in entirety their heirs and assigns forever. And Warren C. Keck and Henrietta Keck, husband and wife grantors above named do covenant to and with Kent Shoemaker and Effie E. Shoemaker, Husband and wife the above named grantees their heirs and assigns that we are lawfully seised in fee simple of the above granted premises, that the above granted premises are free from all incumbrances, and that we will and our heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever

In Witness Whereof, the grantors above named, have hereunto set our hand and seal this 7th day of April 1926.

Warren C. Keck (SEAL)
Henrietta Keck (SEAL)

Executed in the presence of
J. M. Culbertson
Harold Bernner

STATE OF OREGON)
) ss.
COUNTY OF HOOD RIVER)

Be It Remembered, That on this 7th day of April A.D. 1926 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Warren C. Keck and Henrietta Keck, husband and wife who are known to me to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

In Testimony Whereof, I have hereunto set my hand and notarial seal the day and year last above written.

(NOTARIAL SEAL)

J. M. Culbertson
Notary Public for Oregon
My Commission expires June 8th 1927

59403 COMPARED Warren C. Keck et ux to Kent Shoemaker et ux

WARRANTY DEED

Filed for record Oct.31,1928 at 11:50A.M.

KNOW ALL MEN BY THESE PRESENTS, That Warren C. Keck and Henrietta Keck, husband and wife of Hood River State of Oregon, in consideration of Twelve Thousand Five Hundred ($12500) Dollars, to us paid by Kent Shoemaker and Effie E. Shoemaker husband and wife of Hood River, State of Oregon, have bargained and sold, and by these presents do grant, bargain, sell and convey unto said Kent Shoemaker and Effie E. Shoemaker, husband and wife their heirs and assigns, all the following bounded and described real property situated in the County of Hood River and State of Oregon:

A tract of land in the southeast quarter of the northwest quarter, and in the northeast quarter of the southwest quarter of Section 15, Township Two North, Range Ten East of the Willamette Meridian, described as follows:
Beginning at a point in the center of the county road which divides said Section 15 into east and west halves 330.5 feet north of the line dividing said Section into north and south halves, said point being the southeast corner of lands owned by Mary T. Hayt; thence westerly along the south line of said lands belonging to Mary T. Hayt 586.2 feet to the southwest corner of said lands belonging to said Mary T. Hayt; thence southerly 877.25 feet to the northwest corner of lands belonging to Charles H. Sproat; thence easterly along the north line of said lands belonging to said Charles H. Sproat 579.9 feet to the north and south center line of said section, township and range, said point being in the center of said county road; thence northerly along the north and south center line of said section, township and range in the center of said county road 884.05 feet, to the place of beginning, containing 11.78 acres, more or less,

together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, and also all our estate, right, title and interest in and to the same, including dower and claim of dower.

TO HAVE AND TO HOLD, the above described and granted premises unto the said Kent Shoemaker and Effie E. Shoemaker, husband and wife, as an estate in entirety their heirs and assigns forever. And Warren C. Keck and Henrietta Keck, husband and wife grantors above named do covenant to and with Kent Shoemaker and Effie E. Shoemaker, Husband and wife the above named grantees their heirs and assigns that we are lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all incumbrances, and that we will and our heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, the grantors above named, have hereunto set our hand and seal this 7th day of April 1926.

Warren C. Keck (SEAL)
Henrietta Keck (SEAL)

Executed in the presence of
J.M. Culbertson
Harold Kerner

STATE OF OREGON)
) ss.
COUNTY OF HOOD RIVER)

Be It Remembered, That on this 7th day of April A.D. 1926 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Warren C. Keck and Henrietta Keck, husband and wife who are known to me to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

In Testimony Whereof, I have hereunto set my hand and notarial seal the day and year last above written.

(NOTARIAL SEAL)

J. M. Culbertson
Notary Public for Oregon
My Commission expires June 8th 1927

2717 Mary T. Hayt to Kent Shoemaker et ux

COMPARED

WARRANTY DEED

Filed for record July 18, 1923 at 3: P.M.

KNOW ALL MEN BY THESE PRESENTS, That I, Mary T. Hayt, a widow, of Hood River, State of Oregon, in consideration of Twelve Thousand Five Hundred Dollars, to me paid by Kent Shoemaker and Effie B. Shoemaker, husband and wife, of Hood River State of Oregon, have bargained and sold, and by these presents do grant, bargain, sell and convey unto said Kent Shoemaker and Effie B.Shoemaker, husband and wife, as an estate by the entirety their heirs and assigns, all the following bounded and described real property, situated in the County of Hood River, and State of Oregon:

Beginning at a point on the line dividing Section 13, Township Two North, Range Ten East of the Willamette Meridian, into east and west halves, according to the U.S. Plats and surveys, fourteen and one-half rods south of the northeast corner of the southeast quarter of the northwest quarter of said Section 13, which point is in the center of the County Road, and at the northeast corner of lands formerly owned by Charles H. Sprout; thence north 89 deg. 34 min. west along the north line of lands formerly owned by Charles H. Sprout, 590.8 feet; thence south 0 deg. 17 min. east along the west line of lands formerly owned by Charles H. Sprout, 770.0 feet; thence north 89 deg. 27 min. east, 586.2 feet to the north and south center line of Section 13 aforesaid; thence north along said north and south center line of Section 13; being the center line of the said County Road and the east line of lands formerly owned by Charles H. Sprout, 759.8 feet to the place of beginning, containing ten and thirty-four hundredths acres of land, more or less. (It being the intention to convey the north 10.34 acres of the land formerly owned by Charles H. Sprout.) together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and also all my estate, right, title and interest in and to the same, including dower and claim of dower.

TO HAVE AND TO HOLD the above described and granted premises unto the said Kent Shoemaker and Effie B. Shoemaker, husband and wife, as an estate by the entirety, their heirs and assigns forever. And Mary T. Hayt the grantor above named, does covenant to and with Kent Shoemaker and Effie B. Shoemaker, husband and wife the above named grantees

their heirs and assigns that I am lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all incumbrances, and that I will and my heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, I the grantor above named, have hereunto set my hand and seal this 25th day of September, 1920

Executed in the Presence of:

Mary T. Hayt (SEAL)

James H. Hazlett

Harriet G. Hamann

$12.50 U.S.I.R. stamps attached and canceled.

STATE OF OREGON
County of Hood River } ss. BE IT REMEMBERED, That on this 25th day of September, A.D., 1920., before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Mary T. Hayt a widow, who is known to me to be the identical person described in and who executed the within instrument, and acknowledged to me that she executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written

(NOTARIAL SEAL)

James H. Hazlett, Notary Public for Oregon
My commission expires Oct. 31, 1920

24608 Deed Book 16 Page 134

Plaintiff Exh 8 3/4/46 Clerk

Beal.

W. R. Kaser et al to COUNTY OF HOOD RIVER.

RIGHT OF WAY DEED

Filed for record Feb. 27, 1922 at 4:10 P.M.

IN THE MATTER OF OREGON ROAD, known as the Mt Hood Loop Highway.

KNOW ALL MEN BY THESE PRESENTS, That We, W. R. Kaser, and Mary O. Kaser, his w and Western State Finance Company, a Corporation of Portland, in the State of Oregon, in consideration of the benefits and other valuable considerations, and the sum of One Hund Fifty and no/100 Dollars, paid to us, the receipt whereof is hereby acknowledged, we hav granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the County of Hood River, State of Oregon, the following described parcel of land, situated in Hood River County, in the State of Oregon, to-wit:-

A strip of land 30 feet wide, being the 30 feet on the West side of the propert line along said road, as surveyed over and across the lands of said W. R. Kaser, Mary O. Kaser and Western State Finance Company, in the Northeast quarter of the Southwest quarte of Section 12, Township 2 North, Range 10 East W.M. Beginning approximately at Station 971+25 of the Mt Hood Loop Highway Survey, which station os approximately 1325 feet North and 5 feet East of the quarter corner which is common to Sections 12-13, Township 2 North Range 10 East W.M.. Thence running in a Northerly direction approximately 1046 feet to St 981+71 of the said survey, which Station is approximately 2380 feet North of the quarter corner which is common to Sections 12-13, Township 2 North, Range 10 East W.M., in Hood River County,

To have and to hold the same, unto the County of Hood River, State of Oregon, for the purpose of a public road forever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 25th day of February, 1922.

In the presence of:

Elisha A. Baker.

C. E. Yeager.

50cent U. S. I. R. stamp attached an canc led.

W. R. Kaser (SEAL)

Mary O. Kaser (SEAL)

WESTERN STATE FINANCE COMPANY
By W. B. Potter
Preisdent.
By E. J. Dreis.
Secretary

(CORPORATE SEAL).

STATE OF OREGON)
COUNTY OF MULTNOMAH) ss.

I, Elisha A. Baker, a Notary Public in and for the State of Oregon, to he certify that on this 25th day of February, A.D., 1922, personally appeared before me W. R Kaser and Mary O. Kaser, his wife, to me known to be the individuals desdribed in and who executed the within instrument, and acknowledged that they executed the same as their

Deed Book 16 Page 134

Plaintiff Exh 8 3/14/63 Beal

W. R. Kaser et al to COUNTY OF HOOD RIVER.

RIGHT OF WAY DEED

Filed for record Feb. 27, 1922 at 4:10 P.M.

IN THE MATTER OF OREGON ROAD, known as the Mt Hood Loop Highway.

KNOW ALL MEN BY THESE PRESENTS, That We, W. R. Kaser, and Mary O. Kaser, his wife ...stern State Finance Company, a Corporation of Portland, in the State of Oregon, in ...ration of the benefits and other valuable considerations, and the sum of One Hundred ...nd no/100 Dollars, paid to us, the receipt whereof is hereby acknowledged, we have ...d, bargained, sold and conveyed, and by these presents do grant, bargain, sell and ...unto the County of Hood River, State of Oregon, the following described parcel of ...situated in Hood River County, in the State of Oregon, to-wit:-

A strip of land 30 feet wide, being the 30 feet on the West side of the property ...long said road, as surveyed over and across the lands of said W. R. Kaser, Mary O. ...nd Western State Finance Company, in the Northeast quarter of the Southwest quarter ...tion 12, Township 2 North, Range 10 East W.M. Beginning approximately at Station ... of the Mt Hood Loop Highway Survey, which station os approximately 1325 feet North ...feet East of the quarter corner which is common to Sections 12-13, Township 2 North ...10 East W.M.. Thence running in a Northerly direction approximately 1046 feet to Station ... of the said survey, which Station is approximately 2380 feet North of the quarter ...which is common to Sections 12-13, Township 2 North, Range 10 East W.M., in Hood ...County,

To have and to hold the same, unto the County of Hood River, State of Oregon, ...e purpose of a public road forever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 25th day ...ruary, 1922.

W. R. Kaser (SEAL)

Mary O. Kaser (SEAL)

WESTERN STATE FINANCE COMPANY
By W. B. Potter
Preisdant.
By E. J. Dreis.
Secretary

(CORPORATE SEAL).

In the presence of:

Elisha A. Baker.

C. E. Yeager.

U. S. I. R. stamp attached an cancled.

...OF OREGON)
...Y OF MULTNOMAH) ss.

I, Elisha A. Baker, a Notary Public in and for the State of Oregon, do hereby ...fy that on this 25th day of February, A.D., 1922, personally appeared before me W. R. ... and Mary O. Kaser, his wife, to me known to be the individuals desdribed in and who ...ed the within instrument, and acknowledged that they executed the same as their

971+25 of the Mt Hood Loop Highway Survey, which station is approximately 1343 feet N. and 5 feet East of the quarter corner which is common to Sections 12-13, Township 2 North Range 10 East W.M.. Thence running in a Northerly direction approximately 1046 feet to St 981+71 of the said survey, which Station is approximately 2380 feet North of the quarter corner which is common to Sections 12-13, Township 2 North, Range 10 East W.M., in Hood River County,

To have and to hold the same, unto the County of Hood River, State of Oregon, for the purpose of a public road forever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 25th day of February, 1922.

In the presence of:

Elisha A. Baker.

C. E. Yeager.

50cent U. S. I. R. stamp attached an canc'ed.

W. R. Kaser (SEAL)

Mary O. Kaser (SEAL)

WESTERN STATE FINANCE COMPANY
By W. B. Potter
Preisdant.
By E. J. Dreis.
Secretary

(CORPORATE SEAL).

STATE OF OREGON)
COUNTY OF MULTNOMAH ,(ss.

I, Elisha A. Baker, a Notary Public in and for the State of Oregon, do here certify that on this 25th day of February, A.D., 1922, personally appeared before me W. R. Kaser and Mary O. Kaser, his wife, to me known to be the individuals desdribed in and who executed the within instrument, and acknowledged that they executed the same as their free ### and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 25th day of February, A.D.,1922. 135

(NOTARIAL SEAL) Elisha A. Baker, Notary Public for State of Oregon
My commission expires Apr 3, 1923

STATE OF OREGON)
COUNTY OF MULTNOMAH, (ss. On this 25th day of February, 1922, before me appeared W. B. Potter, to me personally known, who being duly sworn, says that is president of WESTERN STATE FINANCE COMPANY, a Corporation, of Portland, Oregon, and that the seal affixed to the within instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors. and said W. B. Potter, acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on this the day and year first in this my certifiate written.

(NOTARIAL SEAL) Elisha A. Baker, Notary Public for Oregon
My commission expires Apr 3, 1923

et East of the quarter corner which is common to Sections 12-13, Township 2 North East W.M.. Thence running in a Northerly direction approximately 1046 feet to Station f the said survey, which Station is approximately 2380 feet North of the quarter hich is common to Sections 12-13, Township 2 North, Range 10 East W.M., in Hood unty,

To have and to hold the same, unto the County of Hood River, State of Oregon, purpose of a public road forever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 25th day ary, 1922.

W. R. Kaser (SEAL)

Mary O. Kaser (SEAL)

WESTERN STATE FINANCE COMPANY
By W. B. Potter
Preisdant.
By E. J. Dreis.
Secretary

(CORPORATE SEAL).

the presence of:

Elisha A. Baker.

C. E. Yeager.

U. S. I. R. stamp attached an cancled.

F OREGON
F MULTNOMAH, } ss.

I, Elisha A. Baker, a Notary Public in and for the State of Oregon, do hereby that on this 25th day of February, A.D., 1922, personally appeared before me W. R nd Mary O. Kaser, his wife, to me known to be the individuals desdribed in and who d the within instrument, and acknowledged that they executed the same as their and voluntary act and deed for the purposes therein mentioned.

iven under my hand and official seal this 25th day of February, A.D.,1922. 135

IAL SEAL)

Elisha A. Baker, Notary Public for State of Oregon
My commission expires Apr 3, 1923

OF OREGON
TY OF MULTNOMAH, } ss.

On this 25th day of February, 1922, before me appeared W. B. Potter, to me personally known, who being duly says that is president of WESTERN STATE FINANCE COMPANY, a Corporation, of nd, Oregon, and that the seal affixed to the within instrument is the corporate of said corporation, and that said instrument was signed and sealed in behalf id corporation by authority of its Board of Directors. and said W. B. Potter, wledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal is the day and year first in this my certifiate written.

RIAL SEAL)

Elisha A. Baker, Notary Public for Oregon
My commission expires Apr 3, 1923

24608 Deed Book 16 Page 134

Plaintiff Exh 8 3/4/63 Clerk

Brief

W. R. Kaser et al to COUNTY OF HOOD RIVER.

RIGHT OF WAY DEED

Filed for record Feb. 27,

IN THE MATTER OF OREGON ROAD, known as the Mt Hood Loop

KNOW ALL MEN BY THESE PRESENTS, That We, W. R. Kaser, and Mar
and Western State Finance Company, a Corporation of Portland, in the St
consideration of the benefits and other valuable considerations, and th
Fifty and no/100 Dollars, paid to us, the receipt whereof is hereby ack
granted, bargained, sold and conveyed, and by these presents do grant,
convey unto the County of Hood River, State of Oregon, the following de
land, situated in Hood River County, in the State of Oregon, to-wit:-

STATE OF OREGON
County of Hood River } ss. JUL 19 1962

I hereby certify that the foregoing photograph is an exact replica of the original, as the same appears on file and of record at my office and in my custody.

County Clerk

By Deputy

Book 16, Page 39

24362 Wm. Paesch et ux to COUNTY OF HOOD RIVER

RIGHT OF WAY DEED

Filed for record Dec. 21, 1921 at 8:40 P. M.

IN THE MATTER OF OREGON ROAD, known as the Mt. Hood Loop Highway

KNOW ALL MEN BY THESE PRESENTS, that Wm. Paesch and Kristena Paesch, his wife, of the county of Hood River in the State of Oregon, in consideration of the benefits and other valuable considerations, and the sum of Two hundred fifty and no/100 Dollars, paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the County of Hood River, State of Oregon, the following described parcel of land, situated in Hood River County, in the State of Oregon, to-wit: A strip of land 30 feet wide, being 0 feet on the East side of the property line along said road, as surveyed over and across the lands of said Wm. Paesch and in the Southwest 1/4 of Section 12, Township 2 North, Range 10 E. W. M. Beginning at Station 971 25 of the Mt. Hood Loop Highway Survey which station is approximately 1325 feet North and 5 feet East of the 1/4 corner which is common to Sections 12-13 Township 2 N. Range 10 E. W. M. Thence running in a Northerly direction approximately 600 feet to Station 977 85 of the said survey, which Station is approximately 1985 feet North of the 1/4 corner which is common to sections 12-13 Township 2 North Range 10 East

W. M. in Hood River County

TO HAVE AND TO HOLD the same, unto the County of Hood River, State of Oregon, for the purpose of a public road forever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 21st day of December, 1921.

In the Presence of:

Wm. G. Parmelee

H. L. Hasbrouck

William Paasch (Seal)

Mrs. Kristena Paasch (Seal)

5¢ U.S.I.R. stamp attached and canceled.

STATE OF OREGON,)
: ss.
County of Oregon...)

I, C. N. Ravlin, a Notary Public in and for the State of Oregon, do hereby certify that on this 21 day of December, A. D. 1921, personally appeared before me William Paasch and Kristena Paasch, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they executed the same as their free and voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal this 21 day of December, A. D. 1921

(NOTARIAL SEAL)

C. N. Ravlin
Notary Public for State of Oregon
My commission expires Jan. 1. 1924

614

approximately 1 ... 4 Township 2
N. Range 10 E.W ... feet to Stat-
ion 921+66 of t ... of the ¼ cor-
ner which is co ... Hood River
County. 0.230

TO HA ... of Oregon, for
the purpose of

IN W ... 4th day of
August, 1921.

In the presenc ... (Seal)
W. A. Langille ... (Seal)
John H. Sheldr

STATE OF OREGO

County of Hood

I. ... on, do hereby
certify that ... ore me A. F.
Bickford and ... escribed in and
who executed ... same as their
free and volu

Giv ... D. 1921.

(NO ... tate of Oregon
... s Mar. 3, 1924.

24209

COMPA ... at 11:00 A.M.

IN THE MATTER OF OREGON ROAD, KNOWN AS THE ...

Know all men by these presents, That Clara C. Bickford and A. F. Bickford, her husband, of the County of Hood River in the State of Oregon, in consideration of the benefits and other valuable considerations, and the sum of One and no/100 Dollars, paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the County of Hood River, State of Oregon, the following described parcel of land, situated in Hood River County, in the State of Oregon, to-wit: A strip of land 30 feet wide, being 30 feet on the east side of the center line of said road, as surveyed over and across the lands of said Clara C. Bickford and A. F. Bickford her husband, in S. E. ¼ of Section 13, Township 2 North, Range 10 East W.M. Beginning at Station 921+66 of the Mt. Hood Loop Highway Survey which station is approximately 1654 feet North of the ¼ corner which is common to Sections 13-24 Township 2 North Range 10 East W.M. Thence running in a northerly direction approximately 330 feet to Station 924+96 of the said survey, which Station is approximately 1984 feet North of the ¼ corner which is common to Sections 13-24 Township 2 North Range 10 East W.M. in Hood River County.

Dedic

8-24-21

Removed from file 33445-1-3927

Fikes Corner - Whiskey Creek Section
Mt. Hood Highway
Hood River County

Tracing. 82-2243

approximately 1320 feet North of the [illegible] which is common to Sections 13-24 Township 2 N. Range 10 E.W.M. Thence running in a Northerly direction approximately 204 feet to the Lot 2(1/4)66 of the said survey, which Station is approximately 1184 feet North of the [illegible] corner which is common to Sections 13-24 Township 2 North, Range 10 East W.M. in Hood River County. 0.280 acres.

TO HAVE AND TO HOLD the same, unto the County of Hood River, State of Oregon, for the purpose of a public road thereof.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 28th day of August, 1921.

In the presence of:
W. A. Langille
John H. Sheldrake

A. F. Bickford
Clara C. Bickford

STATE OF OREGON,
County of Hood River,... } ss.

I, John H. Sheldrake, a Notary Public in and for the State of Oregon, do hereby certify that on this 28th day of August, A. D. 1921, personally appeared before me A. F. Bickford and Clara C. Bickford his wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they executed the same as their free and voluntary act and deed, for the uses therein mentioned.

Given under my hand and official seal this 28th day of August, A. D. 1921.

John H. Sheldrake
Notary Public for State of Oregon
My commission expires Mar. 3, 1925.

(NOTARIAL SEAL)

24203 Clara C. Bickford et vir to COUNTY OF HOOD RIVER

DEED OF WAY DEED

Filed for record Nov. 13, 1921 at 11:00 A.M.

COMPARED

IN THE MATTER OF OREGON ROAD, known as the Mt. Hood Loop Highway.

Know all men by these presents. That Clara C. Bickford and A. F. Bickford, her husband, of the County of Hood River in the State of Oregon, in consideration of the benefits and other valuable considerations, and the sum of One and no/100 Dollars, paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the County of Hood River, State of Oregon, the following described parcel of land, situated in Hood River County, in the State of Oregon, to-wit: A strip of land 30 feet wide, being 15 feet on the each side of the center line of said road, as surveyed over and across the lands of said Clara C. Bickford and A. F. Bickford her husband, in N. E. 1/4 of Section 18, Township 2 North, Range 10 East W.M. Beginning at Station 1+00 1/2 of the Mt. Hood Loop Highway which station is approximately 1650 feet North of the [illegible] corner to Sections 13-24 Township 2 North Range 10 East W.E. Thence running in a northerly direction approximately 204 feet to Station 3+04 1/2 of the said survey, at Station is approximately 1320 feet North of the [illegible] corner to Sections 13-24 Township 2 North, Range 10 East W.M. in Hood River County.

TO HAVE AND TO HOLD the same, unto the County of Hood River, State of Oregon, for

the purpose of a public road forever.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 24th day of August, 1921.

A. P. Bickford (Seal)
Clara C. Bickford. (Seal)

In the presence of:
W. A. Langille
John H. Sheldrake

STATE OF OREGON,)
County of Hood River....) ss.

I, John H. Sheldrake, a Notary Public in and for the State of Oregon, do hereby certify that on this 24th day of August, A. D. 1921, personally appeared before me A. P. Bickford and Clara C. Bickford his wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they executed the same as their free and voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal this 24th day of August, A. D. 1921.

John H. Sheldrake
Notary Public for State of Oregon
My commission expires Mar. 3, 1926.

(NOTARIAL SEAL)

24208 Clara C. Bickford et vir to COUNTY OF HOOD RIVER

RIGHT OF WAY DEED

Filed for record Nov. 18, 1921 at 11:00 A.M.

COMPARED

IN THE MATTER OF OREGON ROAD, known as the Mt. Hood Loop Highway.

Know all men by these presents, That Clara C. Bickford and A. P. Bickford, her husband, of the County of Hood River in the State of Oregon, in consideration of the benefits and other valuable considerations, and the sum of One and no/100 Dollars, paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the County of Hood River, State of Oregon, the following described parcel of land, situated in Hood River County, in the State of Oregon, to-wit: A strip of land 30 feet wide, being 30 feet on the east side of the center line of said road, as surveyed over and across the lands of said Clara C. Bickford and A. P. Bickford her husband, in S. E. ¼ of Section 13, Township 2 North, Range 10 East W.M. Beginning at Station 98+66 of the Mt. Hood Loop Highway Survey which station is approximately 1654 feet North of the ¼ corner which is common to Sections 13-24 Township 2 North Range 10 East W.M. Thence running in a northerly direction approximately 330 feet to Station 102+96 of the said survey, which Station is approximately 1988 feet North of the ¼ corner which is common to Sections 13-24 Township 2 North Range 10 East W.M. in Hood River County.

TO HAVE AND TO HOLD the same unto said County of Hood River, State of Oregon, for the purpose of a public road forever.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 8th day of August, 1921.

In the Presence of
W. A. Langille
John H. Sheldrake

A. P. Bickford (Seal)
Clara C. Bickford (Seal)

Book 15, page 613 + 614

24202 A. F. Bickford et ux to COUNTY OF HOOD RIVER

COMPARED

RIGHT OF WAY DEED

Filed for record Nov. 12, 1921 at 11:00 A.M.

IN THE MATTER OF OREGON ROAD, Known as the Mt. Hood Loop Highway.

Know all men by these presents, That A. F. Bickford and Clara C. Bickford, his wife, of the County of Hood River in the State of Oregon, in consideration of the benefits and other valuable considerations, and the sum of one and no/100 Dollars, paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the County of Hood River, State of Oregon, the following described parcel of land, situated in Hood River County, in the State of Oregon, to-wit: A strip of land 30 feet wide being 30 feet on the east side of the center line of said road, as surveyed over and across the land of said A. F. Bickford and Clara C. Bickford his wife, in the S.E.¼ of Section 13, Township 2 North, Range 10 E. W.M. Beginning at Station 918+13 of the Mt Hood Loop Highway Survey which station is

NOV 8 1962

L. C. Ambler

L. M. Ambler

Deed Book 15 Page 456

23825 August Paasch to William Paasch et ux

COMPARED

Plaintiff's Exhibit 1 6/4/21

W A R R A N T Y D E E D

Filed for record Aug. 16,1921 at 11:20 A.

KNOW ALL MEN BY THESE PRESENTS, That I, August Paasch, a widower, of Hood River, State of Oregon, in consideration of One Dollar to me paid by William Paasch and Christ Paasch, husband and wife, of Hood River, State of Oregon, have bargained and sold, and by these presents do grant, bargain, sell and convey unto said William Paasch and Chris

Paasch, his wife, and unto their heirs and assigns, all the following bounded and described real property, situated in the County of Hood River and State of Oregon,

The South Half (S.½) of the West Half (W.½) of the North-west Quarter (N.W.¼) of the South-east Quarter (S.E.¼) of Section Twelve (12) in Township Two (2) North of Range Ten (10) East of the Willamette Meridian, containing ten acres, more or less.

together with all and singular the tenements, hereditaments and appurteances thereto belonging or in anywise appertaining, and also all my estate, right, title and interest in and to the same, including dower and claim of dower.

TO HAVE AND TO HOLD, the above described and granted premises unto the said William Paasch and Christina Paasch, his wife, as an estate by the entirety, and unto their heirs and assigns forever. And I, the grantor above named do covenant to and with the above named grantees their heirs and assigns that I am lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all incumbrances, excent a State School fund loan mortgage of $2,500 and that I will and my heirs, executors and administrators shall warrant and forever defend the above granted premises and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, I, the grantor above named, have hereunto set my hand and seal this 27th day of June,1921.

Executed in the Presence of: August Paasch (SEAL)

F. M. White.

E. H. Hartwig.

STATE OF OREGON
County of Hood River } ss. BE IT REMEMBERED, That on this 27th day of June, A.D.,1921, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named August Paasch, a widower, who is known to me to be the identical person described in and

d Book 15 Page 456

COMPARED

August Paasch to William Paasch et ux

Plaintiff's Exhibit 3/4/41

W A R R A N T Y D E E D

Filed for record Aug. 16,1921 at 11:20 A.M.

KNOW ALL MEN BY THESE PRESENTS, That I, August Paasch, a widower, of Hood River, of Oregon, in consideration of One Dollar to me paid by William Paasch and Christina , husband and wife, of Hood River, State of Oregon, have bargained and sold, and ese presents do grant, bargain, sell and convey unto said William Paasch and Christi

157

, his wife, and unto their heirs and assigns, all the following bounded and ibed real property, situated in the County of Hood River and State of Oregon,

The South Half (S.½) of the West Half (W.½) of the North-west Quarter ¼) of the South-east Quarter (S.E.¼) of Section Twelve (12) in Township Two orth of Range Ten (10) East of the Willamette Meridian, containing ten acres, or less.

er with all and singular the tenements, hereditaments and appurteancnes thereto ging or in anywise appertaining, and also all my estate, right, title and int- in and to the same, including dower and claim of dower.

TO HAVE AND TO HOLD, the above described and granted premises unto the said m Paasch and Christina Paasch, his wife, as an estate by the entirety, and unto heirs and assigns forever. And I, the grantor above named do covenant to and the above named grantees their heirs and assigns that I am lawfully seized in imple of the above granted premises, that the above granted premises are free all incumbrances, excent a State School fund loan mortgage of $2,500 and that I and my heirs, executors and administrators shall warrant and forever defend bove granted premises and every part and parcel thereof, against the lawful and demands of all persons whomsoever.

IN WITNESS WHEREOF, I, the grantor above named, have hereunto set my and seal this 27th day of June,1921.

cuted in the Presence of: August Paasch (SEAL)

F. M. White.

E. H. Hartwig.

OF OREGON
of Hood River } ss. BE IT REMEMBERED, That on this 27th day of June, A.D.,1921, before me, the undersigned, a Notary in and for said County and State, personally appeared the within named August , a widower, who is known to me to be the identical person described in and

State of Oregon, In consideration of the [redacted]
Paasch, husband and wife, of Hood River, State of Oregon, have bargained and sold, and by these presents do grant, bargain, sell and convey unto said William Paasch and Christ[redacted]
Paasch, his wife, and unto their heirs and assigns, all the following bounded and described real property, situated in the County of Hood River and State of Oregon,

The South Half (S.½) of the West Half (W.½) of the North-west Quarter (N.W.¼) of the South-east Quarter (S.E.¼) of Section Twelve (12) in Township Two (2) North of Range Ten (10) East of the Willamette Meridian, containing ten acres, more or less.

together with all and singular the tenements, hereditaments and appurteances thereto belonging or in anywise appertaining, and also all my estate, right, title and interest in and to the same, including dower and claim of dower.

TO HAVE AND TO HOLD, the above described and granted premises unto the said William Paasch and Christina Paasch, his wife, as an estate by the entirety, and unto their heirs and assigns forever. And I, the grantor above named do covenant to and with the above named grantees their heirs and assigns that I am lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all incumbrances, except a State School fund loan mortgage of $2,500 and that I will and my heirs, executors and administrators shall warrant and forever defend the above granted premises and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, I, the grantor above named, have hereunto set my hand and seal this 27th day of June, 1921.

Executed in the Presence of: August Paasch (SEAL)

F. M. White.

E. H. Hartwig.

STATE OF OREGON
County of Hood River } ss. BE IT REMEMBERED, That on this 27th day of June, A.D., 1921, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named August Paasch, a widower, who is known to me to be the identical person described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial seal the day and year last above written

(NOTARIAL SEAL)

E. H. Hartwig, Notary Public for Oregon.
My commission expires March 5th, 1924

sch, husband and wife, of Hood River, State of Oregon, have bargained and sold, and these presents do grant, bargain, sell and convey unto said William Paasch and Christ

sch, his wife, and unto their heirs and assigns, all the following bounded and scribed real property, situated in the County of Hood River and State of Oregon,

The South Half (S.½) of the West Half (W.½) of the North-west Quarter W.¼) of the South-east Quarter (S.E.¼) of Section Twelve (12) in Township Two North of Range Ten (10) East of the Willamette Meridian, containing ten acres, re or less.

gether with all and singular the tenements, hereditaments and appurteancnes thereto onging or in anywise appertaining, and also all my estate, right, title and int- st in and to the same, including dower and claim of dower.

TO HAVE AND TO HOLD, the above described and granted premises unto the said lliam Paasch and Christina Paasch, his wife, as an estate by the entirety, and unto ir heirs and assigns forever. And I, the grantor above named do covenant to and h the above named grantees their heirs and assigns that I am lawfully seized in e simple of the above granted premises, that the above granted premises are free om all incumbrances, except a State School fund loan mortgage of $2,500 and that I ll and my heirs, executors and administrators shall warrant and forever defend e above granted premises and every part and parcel thereof, against the lawful ims and demands of all persons whomsoever.

IN WITNESS WHEREOF, I, the grantor above named, have hereunto set my nd and seal this 27th day of June, 1921.

Executed in the Presence of: August Paasch (SEAL)

F. M. White.

E. H. Hartwig.

ATE OF OREGON } ss. BE IT REMEMBERED, That on this 27th day of June,
unty of Hood River } A.D., 1921, before me, the undersigned, a Notary blic in and for said County and State, personally appeared the within named August asch, a widower, who is known to me to be the identical person described in and o executed the within instrument, and acknowledged to me that he executed the me freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial seal the day h year last above written

(NOTARIAL SEAL) E. H. Hartwig, Notary Public for Oregon.
My commission expires March 8th, 1924

Deed Book 15 Page 456

23825 August Paasch to William Paasch et ux

COMPARED

Plaintiff's Exhibit No. 6 Page 3/4/6

WARRANTY DEED

Filed for record Aug. 16,1921 at 11:20 A.

KNOW ALL MEN BY THESE PRESENTS, That I, August Paasch, a widower, of Hood River, State of Oregon, in consideration of One Dollar to me paid by William Paasch and Christina Paasch, husband and wife, of Hood River, State of Oregon, have bargained and sold, and by these presents do grant, bargain, sell and convey unto said William Paasch and Christina Paasch, his wife, and unto their heirs and assigns, all the following bounded and described real property, situated in the County of Hood River and State of Oregon,

The South Half (S.½) of the West Half (W.½) of the North-west Quarter (N.W.¼) of the South-east Quarter (S.E.¼) of Section Twelve (12) in Township Two (2) North of Range Ten (10) East of the Willamette Meridian, containing ten acres, more or less.

together with all and singular the tenements, hereditaments and appurteancnes thereto belonging or in anywise appertaining, and also all my estate, right, title and interest in and to the same, including dower and claim of dower.

TO HAVE AND TO HOLD, the above described and granted premises unto the said William Paasch and Christina Paasch, his wife, as an estate by the entirety,and unto their heirs and assigns forever. And I, the grantor above named do covenant to and

STATE OF OREGON } ss.
County of Hood River }

I hereby certify that the foregoing photograph is an exact
notice of the original, as the same appears on file and of record
at my office and in my custody.

JUL 19 1962

By _____ Deputy

_____ County Clerk

[illegible] recorded Nov. 19, 1919 at 11:45 A.M.

[illegible] Book [illegible] of Deeds, Page [illegible] State of Oregon, [illegible] of the one [illegible] part, to the said W. R. Kaser of Portland, Multnomah County, State of Oregon, the said party of the second part, his heirs and assigns, all the following described real property, situated in the County of Wasco, and State of Oregon, to-

All of the Southwest quarter (SW¼) of the Northwest Quarter (NW¼) and the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) of Section Numbered Twelve (12) in Township Two (2) North of Range Ten (10) East of the Willamette Meridian, Lane Thirty Two and one-half (32.5) acres, more or less, deeded to G. Q. Nicholson, July 16th, 1910 and recorded in Book 17, Page 420 Deed Records of Wasco County, Oregon, and also subject to the right- of-way of the Mt. Hood Railroad Company.

$4.50 U.S.I.R. Stamps attached and canceled.

together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and also all my estate, right, title and interest in and to the same, including dower and claim of dower, except dower interest of my wife, Fannie Ruff.

TO HAVE AND TO HOLD, the above described and granted premises unto the said W. R. Kaser, his heirs and assigns forever. And I G. Q. Ruff, grantor above named do covenant to and with W. R. Kaser, the above named grantee, his heirs and assigns, that I am lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all incumbrances, except as herein above mentioned, and one certain Mortgage for Four Thousand Five Hundred and 00/100 ($4500.00) and that I will and my heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever, except as to the above

IN WITNESS WHEREOF, I the grantor above named, have hereunto set my hand and seal this 18th day of November, 1919.

Signed, sealed and delivered in the Presance of Us as witnesses:

G. Q. Ruff. (Seal)

J. G. Rainey.

John D. Williams.

STATE OF OREGON)
COUNTY OF -------) ss.

BE IT REMEMBERED, That on this 18th day of November, A.D., 1919, before me, the undersigned a Notary Public in and for said County and State, personally appeared the within named G. Q. Ruff, who is known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial seal the day and year last above written.

(NOTARIAL SEAL) John D. Williams, Notary Public for Oregon.

My commission expires Jan. 21, 1921.

[illegible] and described real property, situated in the County of Hood River, and State of Oregon, to

All of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) and the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) of Section numbered Twelve (12) in Township Two (2) North of Range Ten (10) East of the Willamette Meridian, Less Thirty Two and one-half (32.5) acres, more or less, deeded to E. M. Winslows, July 16th, 1918 and recorded in Book 12, Page 520 Deed Records of Hood River County, Oregon, and also subject to the right of way of the Mt. Hood Railroad Company.

$4.50 U.S.I.R. Stamps attached and canceled.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and also all my estate, right, title and interest in and to the same, including dower and claim of dower, except dower interest of my wife, Fannie Huff.

TO HAVE AND TO HOLD, the above described and granted premises unto the said W. H. Kaser, his heirs and assigns forever. And I G. C. Huff, grantor above named do covenant to and with W. H. Kaser, the above named grantee, his heirs and assigns, that I am lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all incumbrances, except as herein above mentioned, and one certain Mortgage for Four Thousand Five Hundred and 00/100 ($4500.00) and that I will and my heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever, except as to the above

IN WITNESS WHEREOF, I the grantor above named, have hereunto set my hand and seal this 18th day of November, 1919.

Signed, sealed and delivered in the Presence of Us as witnesses:

G. C. Huff. (SEAL)

J. O. Rainey.

John D. Williams.

STATE OF OREGON } ss.
COUNTY OF ------- }

BE IT REMEMBERED, That on this 18th day of November, A.D., 1919, before me, the undersigned a Notary Public in and for said County and State, personally appeared the within named G. C. Huff, who is known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial seal the day and year last above written.

(NOTARIAL SEAL)

John D. Williams, Notary Public for Oregon.
My commission expires Jan. 21, 1921.

FEB 26 1963

Grantor's
Copy

[illegible]

[illegible] Nov. 19, 1919 at [illegible]

[illegible] part of [illegible] State of Oregon, in consideration of Two and [illegible] Dollars, to him paid by W. R. Keser of Portland, Multnomah County, State of Oregon, the receipt [illegible] and by these presents does grant, bargain, sell and convey unto said W. R. Keser, his heirs and assigns, all the following described real property, situated in the County of Hood River, and State of Oregon,:

All of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) and the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) of Section Numbered Twelve (12) in Township Two (2) North of Range Ten (10) East of the Willamette Meridian, Some Thirty Two and one-half (32.½) acres, more or less, deeded to G. W. Nicholson, July 14th. 1908 and recorded in Book 12, Page 502 Deed Records of Hood River County, Oregon, and also subject to the right-of-way of the Mt. Hood Railroad Company.

$4.50 U.S.I.R. Stamps attached and cancelled.

together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and also all my estate, right, title and interest in and to the same, including dower and claim of dower, except dower interest of my wife, Fannie Ruff.

TO HAVE AND TO HOLD, the above described and granted premises unto the said W. R. Keser, his heirs and assigns forever. And I G. O. Ruff, grantor above named do covenant to and with W. R. Keser, the above named grantee, his heirs and assigns, that I am lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all incumbrances, except as herein above mentioned, and one certain Mortgage for Four Thousand Five Hundred and 00/100 ($4500.00) and that I will and my heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever, except as to the above

IN WITNESS WHEREOF, I the grantor above named, have hereunto set my hand and seal this 18th day of November, 1919.

Signed, sealed and delivered in the Presance of Us as witnessed:

G. O. Ruff. (Seal)

J. G. Rainey.

John D. Williams.

STATE OF OREGON } ss.
COUNTY OF ------- }

BE IT REMEMBERED, That on this 18th day of November, A.D., 1919, before me the undersigned a Notary Public in and for said County and State, personally appeared the within named G. O. Ruff, who is known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial seal the day and year last above written.

(NOTARIAL SEAL) John D. Williams, Notary Public for Oregon.

19042 (1 Book 12 Page 303)

O. O. Ruff, et al to O. D. Nickelsen.

WARRANTY DEED.

Filed for record Aug. 16, 1918 at 8:49 A. M.

KNOW ALL MEN BY THESE PRESENTS, That O. O. Ruff and Fannie E. Ruff, his wife, and W. R. Kaser and Mary O. Kaser, his wife, in consideration of Ten Dollars ($10.00) to them in hand paid by O. D. Nickelsen of Hood River, Oregon, have bargained and sold and by these presents do grant, bargain, sell and convey unto said O. D. Nickelsen, his heirs and assigns all the following described property situated in Hood River County, Oregon, to-wit:

That certain tract of land in the Southeast quarter of the northwest quarter and the northeast quarter of the southwest quarter of section twelve (12), township Two (2) north, range ten (10) east of Willamette Meridian bounded and described as follows:

Beginning at the northeast corner of the southwest quarter of the northwest quarter of section twelve (12), Twp Two (2) north, range ten (10) east of Willamette Meridian; thence south along the east line of said northwest quarter of section twelve (12) three hundred twenty (320) feet, more or less, to the northwesterly line of the right of way of the Mt. Hood Railroad Company; thence south forty five (45) degrees and forty five minutes west, two hundred eighty four and two tenths (284.2) feet; thence south fifty one (51) degrees and thirty (30) minutes west, two hundred (200) feet; thence south fifty-five (55) degrees and forty seven (47) minutes west, three hundred twenty (320) feet; thence south thirty five (35) degrees and fifty (50) minutes west, three hundred (300) feet; thence south thirty four degrees and fifty six (56) minutes west, one hundred ninety eight and five-tenths (198.5) feet; thence south thirty one (31) degrees and fifty four (54) minutes west, one hundred ninety and two-tenths (190.2) feet; thence south thirty two (32) degrees and thirty four (34) minutes west, one hundred forty six and one-tenth (146.1) feet; thence south thirty one (31) degrees and fifty (50) minutes west, one hundred thirty two and three-tenths (132.3) feet; thence southtwelve (12) degrees and fifty (50) minutes west, two hundred forty nine and eight-tenths (249.8) feet; thence south six (6) degrees and five (5) minutes west, seven hundred sixty three andfive - tenths(763.5) feet, more or less, to the southwest corner of the northeast quarter of the southwest quarter of said section twelve (12); thence north along the west line of said northeast quarter of southwest quarter and along the west line of said southeast quarter of northwest quarter to the northwest corner of said southeast quarter of northwest quarter; thence east along the north line of said southeast quarter of northwest quarter to the point or place of beginning; including all of said southeast quarter of northwest quarter of section twelve (12) lying west and north of the right of way of said Mt. Hood Railroad Company, together with the stream of Hood River flowing on and across said premises and appurtenant thereto and all the rights of the grantors herein in and to the waters and the use of the waters of the stream of Hood River; reserving, however, unto the grantors herein the perpetual right to take from said stream of Hood River on the above granted premises thirty five (35) miners' inches of water and the perpetual right to place a pipe line across said premises from the stream of Hood River to the remaining lands now owned by the grantors adjoining the above premises for the purpose of conveying such amount of water, and the perpetual right to place upon said premises a ram or other kind of pump for the purpose of pumping the above mentioned quantity of water to the remaining lands owned by the grantors and the perpetual right to go upon said premises for the purpose of constructing, maintaining and repairing said pump and pipe line and the perpetual right to allow the water after it

north, range ten (10) east of Willamette Meridian bounded and described as follows:

Beginning at the northeast corner of the southeast quarter of the northwest quarter of section twelve (12), Twp Two (2) north, range ten (10) east of Willamette Meridian; thence south along the west line of said northwest quarter of section twelve (12) three hundred twenty (320) feet, more or less, to the northwesterly line of the right of way of the Mt. Hood Railroad Company; thence south forty five (45) degrees and forty five minutes west, two hundred eighty four and two tenths (284.2) feet; thence south fifty one (51) degrees and thirty (30) minutes west, two hundred (200) feet; thence south fifty-five (55) degrees and forty seven (47) minutes west, three hundred twenty (320) feet; thence south thirty five (35) degrees and fifty (50) minutes west, three hundred (300) feet; thence south thirty four degrees and fifty six (56) minutes west, one hundred ninety eight and five-tenths (198.5) feet; thence south thirty one (31) degrees and fifty four (54) minutes west, one hundred ninety and two-tenths (190.2) feet; thence south thirty two (32) degrees and thirty four (34) minutes west, one hundred forty six and one-tenth (146.1) feet; thence south thirty one (31) degrees and fifty (50) minutes west, one hundred thirty two and three-tenths (132.3) feet; thence southtwelve (12) degrees and fifty (50) minutes west, two hundred forty nine and eight-tenths (249.8) feet; thence south six (6) degrees and five (5) minutes west, seven hundred sixty three andfive - tenths(763.5) feet, more or less, to the southwest corner of the northeast quarter of the southwest quarter of said section twelve (12); thence north along the west line of said northeast quarter of southwest quarter and along the west line of said southeast quarter of northwest quarter to the northwest corner of said southeast quarter of northwest quarter; thence east along the north line of said southeast quarter of northwest quarter to the point or place of beginning; including all of said southeast quarter of northwest quarter of section twelve (12) lying west and north of the right of way of said Mt. Hood Railroad Company, together with the stream of Hood River flowing on and across said premises and appurtenant thereto and all the rights of the grantors herein in and to the waters and the use of the waters of the stream of Hood River; reserving, however, unto the grantors herein the perpetual right to take from said stream of Hood River on the above granted premises thirty five (35) miners' inches of water and the perpetual right to place a pipe line across said premises from the stream of Hood River to the remaining lands now owned by the grantors adjoining the above premises for the purpose of conveying such amount of water, and the perpetual right to place upon said premises a ram or other kind of pump for the purpose of pumping the above mentioned quantity of water to the remaining lands owned by the grantors and the perpetual right to go upon said premises for the purpose of constructing, maintaining and repairing said pump and pipe line and the perpetual right to allow the water after it

Equitable
Ex. 10
3/4/42
Con
Ev. Obj.

[illegible] the location of said stream of said [illegible] premises, thereto, [illegible] grantee, his heirs and assigns, shall have the right and privilege at his or their own cost and expense to change or alter the location of said pipe or pipes and of said pipe line to some other suitable location on said premises at any time as desired by grantee, his heirs or assigns.

TO HAVE AND TO HOLD, the above described and granted premises together with all and singular the rights, easements, hereditaments and appurtenances thereunto belonging or in anywise appertaining unto said C. D. Mecklenen, his heirs and assigns, forever. And the said grantors do covenant to and with said grantee, his heirs and assigns, that they are lawfully seized in fee of the above granted premises; that the said premises are free from all encumbrances; and that they will and their heirs, executors and administrators shall warrant and defend the above granted premises, to the said grantee, his heirs and assigns, forever against the lawful claims and demands of all persons.

$5.00 U.S.I.R. Stamps attached and cancelled.

IN WITNESS WHEREOF, the grantors above named, have hereunto set their hands and seals this 16th day of July, 1918.

Witness as to all the grantors above named:

A. S. McClaben.

John D. Williams

Jas. S. Desperton } As to G. O.
J. M. Culbertson } Ruff Signature.
W. H. Coolidge }

STATE OF OREGON, } ss.
County of Multnomah }

THIS CERTIFIED, that on this 16th day of July, 1918, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named W. H. Kaser and Mary O. Kaser, his wife, and Fannie M. Ruff, wife of G. O. Ruff, who are known to me to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial seal the day and year last above written.

Notarial Seal.

John D. Williams, Notary Public for Oregon.
Residing at Portland, Oregon.
My commission expires Jan. 31st 1920.

STATE OF OREGON } ss.
County of Hood River, }

THIS CERTIFIED, That on this 20th day of July, 1918, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named G. O. Ruff, who is known to me to be the identical person described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial seal the

TO HAVE AND TO HOLD, the above described and granted premises together with all and singular the rights, hereditaments, and appurtenances thereunto belonging or in anywise appertaining unto said G. D. Mecklenen, his heirs and assigns, forever. And the said grantors do covenant to and with said grantee, his heirs and assigns, that they are lawfully seized in fee of the above granted premises; that the said premises are free from all encumbrances; and that they will and their heirs, executors and administrators shall warrant and defend the above granted premises, to the said grantee, his heirs and assigns, forever against the lawful claims and demands of all persons.

$4.00 U.S.I.R. Stamps attached and cancelled.

IN WITNESS WHEREOF, the grantors above named, have hereunto set their hands and seals this 16th day of July, 1918.

Witness as to all the grantors above named:

A. H. McCallum.
John D. Williams
Jno. H. Hesperton
J. M. Culbertson
P. H. Coolidge

As to G. C. Ruff Signature.

G. C. Ruff (SEAL)
Fannie E. Ruff (SEAL)
W. H. Kaser (SEAL)
Mary O. Kaser (SEAL)

STATE OF OREGON, County of Multnomah } ss.

THIS CERTIFIES, that on this 16th day of July, 1918, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named W. H. Kaser and Mary O. Kaser, his wife, and Fannie E. Ruff, wife of G. C. Ruff, who are known to me to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial seal the day and year last above written.

Notarial Seal.

John D. Williams, Notary Public for Oregon.
Residing at Portland, Oregon.
My commission expires Jan. 31st 1920.

STATE OF OREGON
County of Hood River. } ss.

THIS CERTIFIES, That on this 20th day of July, 1918, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named G. C. Ruff, who is known to me to be the identical person described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial seal the day and year last above written.

Notarial Seal.

[illegible] Notary Public for Oregon. Residing
at [illegible]
My commission expires [illegible]

Plaintiff's Ex. 23
1-31-63

In the matter of a proposed
County Road petitioned for by
Peter Kopkie and others.

Now on this 9th day of July, 1857 at a regular term of this Court comes on for final hearing the petition of Peter Kopkie and others for the locating and establishing of a county road, described as follows, (for description see page (1/4) 13

And the Viewers and Surveyor's reports having been duly filed herein and having been on the 6th day of July 1857 read for the first time in open court and now on this day having been again read for the second time in open court at the present term hereof and it appearing to the court that claims for damages have been duly filed herein by the following named persons claiming that their respective premises would be rendered less valuable on account of the locating and establishing of said proposed road in the following amounts-to-wit:

Scobee Brothers $25.50 O. D. Boardman $10.00 and W. G. Cleland $30.50-

And it appearing to the Court from the report of the appraisers heretofore appointed by this Court to assess the damages that would be sustained by the above named claimants on account of the locating and establishing of said proposed road, now on file herein, that the premises of Scobee Brothers would be rendered less valuable thereby in the sum of $25.50 that the premises of O. D. Boardman would be damaged by the location of said road in the sum of $10.00 and that the premises of W. G. Cleland would not be rendered less valuable thereby.

And the court being satisfied from the reports of the Viewers and Surveyor, that said proposed road is practicable and necessary as a public highway, and if established as a county road will be of great public utility.

It is therefore ordered that upon the payment of the following sums of money to the following named persons to-wit : $25.50 to Scobee Brothers $10.00 to O. D. boardman (said sums to be paid by the petitioners herein) the prayer of the petitioner be granted and that the viewers and Surveyor's reports be recorded in the recorder of Roads of this County and from thenceforth said road shall be considered and is hereby adjudged and declared to be a County Road and Public highway.

And the Supervisor of the road district in which said road is located is hereby directed to open said road to travel, upon compliance with the foregoing by the petitioners herein.

Ruling made and entered July 9th 1877.

In the matter of a proposed County Road petitioned for by Peter Kuhle and others.

Now on this 9th day of July, 1877 at a regular term of this Court comedon for final hearing the petition of Peter Kuhle and others for the locating and establishing of a county road, described as follows, [description illegible]

And the Viewers and Surveyor's reports having been duly filed herein and having been on the 9th day of July 1877 read for the first time in open court and now on this day having been again read for the second time in open court at the present term hereof and it appearing to the court that claims for damages have been duly filed herein by the following named persons claiming that their respective premises would be rendered less valuable on account of the locating and establishing of said proposed road in the following amounts, to-wit:

Scobee Brothers $50.50 O. D. Boardman $40.00 and W. G. Kleland $20.50-

And it appearing to the Court from the report of the appraisers heretofore appointed by this Court to assess the damages that would be sustained by the above named claimants on account of the locating and establishing of said proposed road, now on file herein, that the premises of Scobee Brothers would be rendered less valuable thereby in the sum of $5.50 that the premises of O. D. Boardman would be damaged by the location of said road in the sum of $10.00 and that the premises of W. G. Kleland would not be rendered less valuable thereby.

And the court being satisfied from the reports of the Viewers and Surveyor, that said proposed road is practicable and necessary as a public highway, and if established as a county road will be of great public utility.

It is therefore ordered that upon the payment of the following sums of money to the following named persons to-wit: None to Scobee Brothers $10.00 to O. D. Boardman (said sums to be paid by the petitioners herein) the prayer of the petitioner be granted and that the viewers and Surveyor's reports be recorded in the records of Roads of this County and from thenceforth said road shall be considered and is hereby adjudged and declared to be a County Road and Public highway.

And the Supervisor of the road district in which said road is located is hereby directed to open said road to travel, upon compliance with the foregoing by the petitioners herein.

Transcribed from Mesco County Records Vol 3 of Commissioner's Journal page 484.

In the matter of a proposed County Road petitioned for by M. C. Evans and others.

Now on this 9th day of July, 1877 this regular term of this court comes on for final hearing the petition of M.C Evans and others for a county road described as follows:

Beginning at the N W corner of sec. [illegible] running thence east along

STATE OF OREGON,
COUNTY OF WASCO } ss.

J. Brown County Clerk and Ex-officio Clerk of the Circuit Court of the State of Oregon, for the County of Wasco, a Court of record, do hereby certify that the foregoing copy of Road Records
1-5 been by me compared with the original thereof,
now of record in my office, and that the same is a full, true and correct transcript therefrom and of the whole of said original, as the same appears of record in my office and in my custody.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this 26 day of Feb A. D. 1962.

J. Brown
County Clerk

By
Deputy

Plaintiff's Exhb. (19)
3/4/63
(Ind

STATE OF OREGON,
County of Wasco, ss.

I, C. Brown
the State of
certify that
the
my office
Book
and
branch of
appears of

Road Records

and set my hand
of Feb
A.
10 1897

C. Brown
County Clerk

By
Deputy

COMMISSIONER'S JOURNAL FOR COUNTY BUSINESS MARCH TERM 1897.

Thursday the Fourth day of march 1897.

In the matter of a proposed County)
Road petitioned for by Peter Kopkie et al.)

Now on this day comes on for hearing the petition of Peter Kopkie and others for the laying out locating and establishing of a County Road as follows, Beginning on the County Road at the N W cor. of the S W ¼ of the S E ¼ of Sec 13 Tp 2 N Range 10 E W. thence North 1 mile to the N W cor. of the S W ¼ of the S E ¼ of Sec 12 same Town & range; thence East about 3/4 of a mile to the County Road which runs nearly on the North & south center line across the S W ¼ of Sec 7 Town 2 N Range 11 E W.M.

And the court finds from satisfactory proof before it that all said petitioners are legal householders and residents within Wasco County, State of oregon, residing within the vicinity of the said proposed road as herein described, and that a good and sufficient notice as in all things required by law was in duplicate and by correct copy thereof duly and properly posted in three public places in the vicinity of the proposed road, one at the beginning one at the center and one at the terminus of the said proposed road, all in conspicuous places, and also at the place of holding County court to-wit: on the bulletin board near the front door of the County Court House in Dalles City, Wasco County, Oregon and that notice of the intended application for the laying out of said proposed road has been duly given by advertisement thereof as aforesaid and for thirty days prior to this time.

It is therefore ordered that Simpson Copple, V. Winchell and William Ehrck be and they are hereby appointed Viewers and J.B.Goit is hereby appointed Surveyor to view survey and report upon

Road Records

COMMISSIONER'S JOURNAL NO 2 Wasco County contains 600 pages.

Thursday the Fourth day of March 1897.

In the matter of a proposed County
Road petitioned for by Peter Kopkie et al.

Now on this day comes on for hearing the petition of Peter Kopkie and others for the laying out locating and establishing of a County Road as follows, Beginning on the County Road at the N W cor. of the S W ¼ of the S E ¼ of Sec 12 Tp 2 N Range 10 E W. thence North 1 mile to the N W cor. of the S W ¼ of the S E ¼ of Sec 12 same Town & range; thence East about 3/4 of a mile to the County Road which runs nearly on the North & south center line across the S W ¼ of Sec 7 Town 2 N Range 11 E W.M.

And the court finds from satisfactory proof before it that all said petitioners are legal householders and residents within Wasco County, State of Oregon, residing within the vicinity of the said proposed road as herein described, and that a good and sufficient notice as in all things required by law was in duplicate and by warrant copy thereof duly and properly posted in three public places in the vicinity of the proposed road, one at the beginning one at the center and one at the terminus of the said proposed road, all in conspicuous places, and also at the place of holding County court to-wit: on the bulletin board near the front door of the County Court House in Dalles City, Wasco County, Oregon and that notice of the intended application for the laying out of said proposed road has been duly given by advertisement thereof as aforesaid and for thirty days prior to this time.

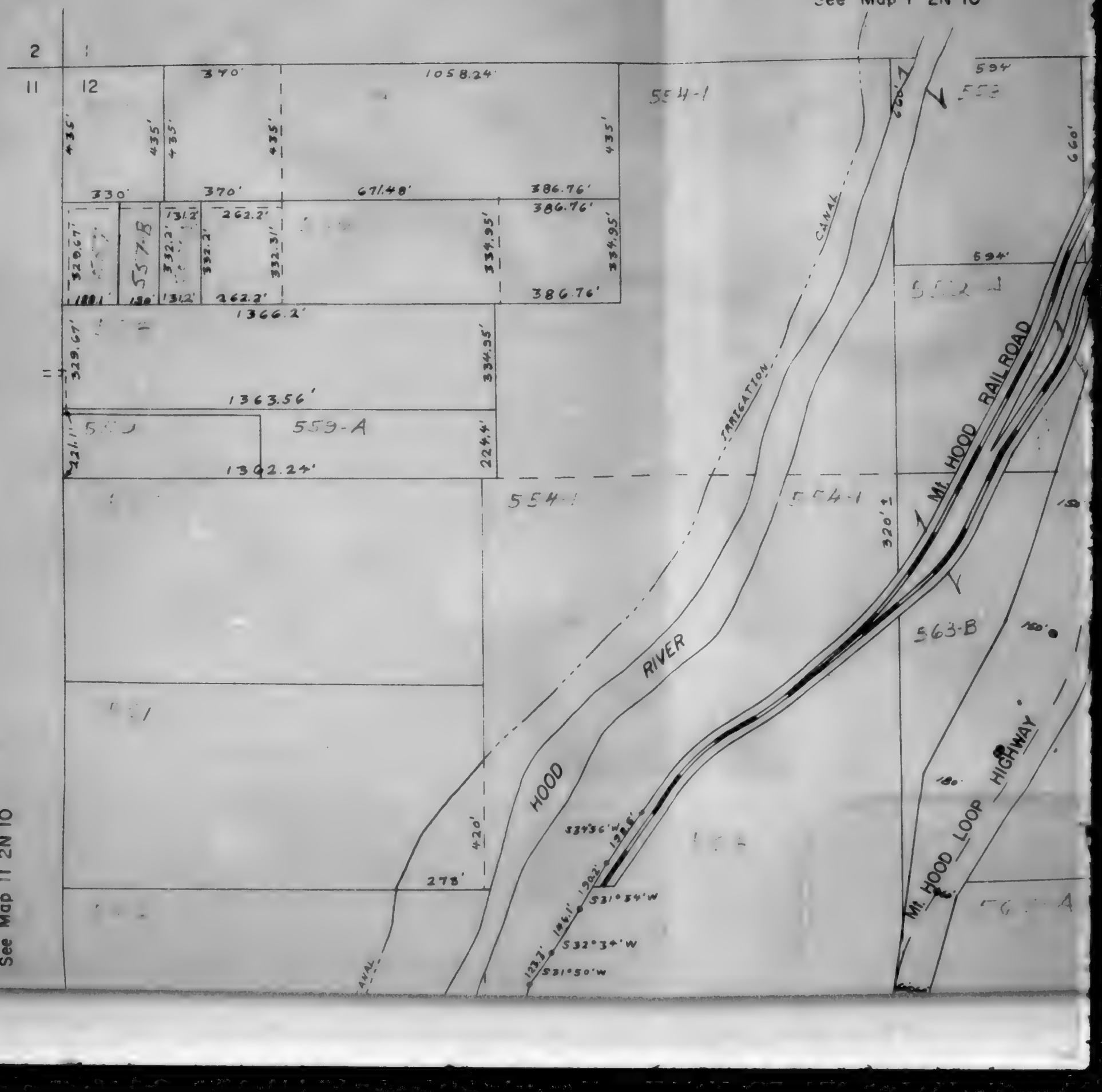
It is therefore ordered that Simpson Coppin, V. Winchell and William Enrok be and they are hereby appointed Viewers and J.B.Cost is hereby appointed Surveyor to view survey and report upon said proposed road and that they meet at the beginning of said proposed road on the 15th day of March 1897 and report their findings thereon to this Court on or before the first day of the next regular term thereof.

Transcribed from Wasco County records Vol 2 of Commissioner's Journal page 446

Section 12 T2N R10E WM

Hood River County

1"=400'



2N RIOE WM

er County

00'

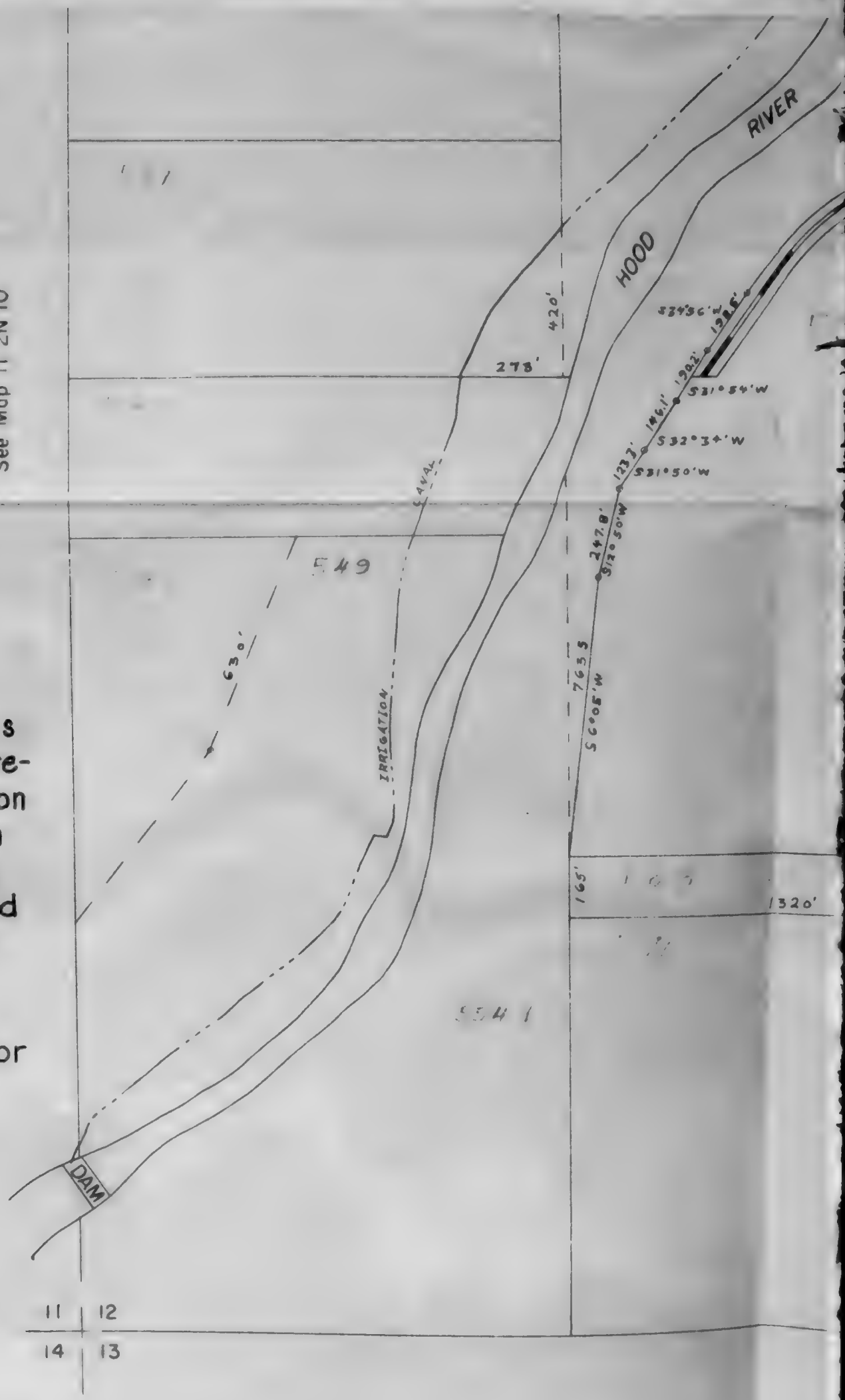
12 2N 10

1 2N 10

State of Oregon
County of Marion

I do hereby certify that this is a true copy of the tracing prepared by the Valuation Division of the State Tax Commision for the Hood River County Assessor, and that the said tracing is currently in our possession.

Harry Loggan, Director
Valuation Division
State Tax Commission



563-B

565

Mt. HOOD LOOP HIGHWAY

Mt. HOOD RAILROAD

CITY

PAASCH COUNTY ROAD

See Map 7 2N 11

12 | 7

13 | 18

See Map 13 2N 10

12

RECEIVED
FEB 21 1963
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon

Mr. Forrest Cooper, State Highway Engr.
Salem, Oregon

February 19, 1963

Attention: Mr. C. H. Maison, Auditor

A. W. Parsons, Division Engineer
Salem, Oregon

By:
L. R. Backlund
Administrative Manager

08-35.5

Oregon Projects S-234(17) and S-473(3)
Pacific Northwest Bell Telephone Co. Bills
Courtesy Audits

The audit has been completed on subject utility invoices Nos. 43045-5129, dated 7-20-62, and 44900-4142, dated 8-30-62, by our Regional office audit staff. No exceptions were noted by the auditor. Attached are four copies of audit certificate, one copy each of the above utility invoices and copies of the exchange of correspondence as submitted with your letter of October 15, 1962.

Attachments

RECEIVED
FEB 20 1963
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

CITY OF WALLOWA

WALLOWA, OREGON
October 18, 1962

REFERRED TO
M.R. Cooper
BY SECRETARY

Oregon State Highway Department
Salem, Oregon

Gentlemen:

The lower part of the Whiskey Creek Road which has been under construction the past few months by a Contractor under the State Highway Department lies adjacent to one of Wallowa's city sidewalks. We understand the job isn't finished but will be left as it now is until next year when weather conditions are better.

Our problem is this: The road has been built up several feet above the existing sidewalk and driveways have been built across the sidewalks to the various properties which makes the sidewalk extremely rough and the City Council feels when winter weather comes this will create a hazardous condition in this area since the sidewalk is used by pedestrians daily.

Please send a representative to investigate this situation and recommend some solution.

Yours very truly,
Jennie Conklin
Mrs. Jennie Conklin
City Recorder

MOTOR R.L. PORTER

RECEIVED
OCT 19 1962
OREGON
STATE HIGHWAY COMMISSION

Porter

RECEIVED
FORM E-123
OCT 16 1962
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

5-47.2(3)

60:1

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Bend, Oregon
October 11, 1962

Mr. David C. Silvis
Beebe, Silven, Horton & Young,
1950 Third Street
Baker, Oregon

Dear Sir:

In line with instructions in paragraph 6 of the agreement between the Mt. Hood Railroad Company and the State of Oregon covering the relocation and construction of the Fifteen Corner-Whiskey Creek Section of the Mt. Hood Highway, dated October 9, 1961, please be advised that that portion of the above section of the Mt. Hood Highway in the vicinity of the Van Horn Undercrossing of your railroad has been completed and placed under traffic. In so far as the State is concerned the Railroad Company can take possession of that part of the old highway right of way lying under the Van Horn Undercrossing structure as of this date.

Very truly yours,

(SIGNED) DEAN SWIFT

DEAN SWIFT
Division Engineer

DS:MS
cc: Mr. G. S. Parson
Mr. L. I. Lindas
Mr. F. D. Morgan
Mr. I. A. DeFrance
Mr. V. E. Shull
Mr. Carl Williams

RECEIVED
OCT 12 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 1962
COMMISSIONERS

GLENN L. JACKSON, CHAIRMAN
MILTON
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

FINAL FILING
473(3)
6028

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

September 27, 1962

MEMORANDUM

Re: Final Utility Bill
Hood River Electric Cooperative
Contract No. 6028
Project No. S-473(3)

An audit was made of the charges included in the bill submitted by the Hood River Electric Cooperative in accordance with the provisions of the approved Secondary Road Plan.

A duplicate charge of $32.05 has been deducted from this bill. The bill is approved for payment by the State in the amount of $9,166.17. The claim for reimbursement by the Bureau of Public Roads shall be limited to $6,170.05 due to a number of violations of Federal Regulations. This deduction is supported by the audit file in the Accounting Division.

C. H. Maison
Auditor

By: D F Wolfe
D. F. Wolfe
Accounting Division

DFW:jc

cc: Bureau of Public Roads (3)
L. H. Young
Clare Palmer
General Files

RECEIVED
P J 1962
FOR FILING

E 473 (3)

6028

APB TDL 99 9-26-62 853AM

ALL POINTS

ORE. 35, MT. HOOD LOOP HIGHWAY WILL BE CLOSED TO TRAFFIC TODAY AT 10:00 AM STANDARD TIME DUE TO BLASTING ABOUT 25 MILES SOUTH OF HOOD RIVER. THIS HIGHWAY WILL BE CLOSED FOR APPROXIMATELY 4 HOURS.

ATTEND

AF

Public Relations notified.
Copy to Mr. Edwards ✓

--.:..08.

NOTED
TOM EDWARDS

RECEIVED
SEP 26 1962
FOR FILING

47? (3)
6028

September 26, 1962

Mr. George D. Bartch, Manager
Hood River County Chamber of Commerce
Hood River, Oregon

Dear Mr. Bartch:

Further reference is made to your letter of September 19 having to do with traffic delays on the Mount Hood Highway in the vicinity of the project under construction by the Bureau of Public Roads. 7R--47

Mr. A. W. Parsons, the Division Engineer for the Bureau of Public Roads in Oregon, advises that this situation you mentioned will likely not reoccur; however, it is not possible to carry on this construction without some traffic delay. As you know, this work is in a narrow canyon and sometimes more material is thrown onto the existing roadway through blasting operations than can be anticipated. You may be assured, however, that the Bureau will do everything possible to minimize any delay or inconveniences to traffic.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Assistant State Highway Engineer

RLP:a:jw

cc A. W. Parsons - BPR
Forrest Cooper

FORM CD-121 (9-22-59)
(FRES. BY A.O. 208-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street N.E.
Salem, Oregon

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
ATTENTION: Mr. R. L. Porter

DATE: September 24, 1962

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon FHP 49-2(1)
Polallie Creek-South Section
Mt. Hood Loop Highway

Reference is made to Mr. Porter's letter dated September 19, 1962 concerning delay due to blasting operations on subject project.

We assume the traffic delay mentioned occurred on September 6 when a section of cliff was blasted yielding a greater amount of broken rock than would normally be anticipated.

The resident engineer has advised that such a situation will likely not recur although more blasting will be necessary. You of course know that there is no practicable way to prevent all traffic delay when reconstructing a highway through a narrow box canyon. An effort has been and will be made to minimize delay and inconvenience to road users.

Your weekly road report no doubt has mentioned that delays due to construction operations are to be expected on this section of the Mt. Hood Loop Highway.

RECEIVED
SEP 25 1962
OFFICE OF
STATE HIGHWAY ENGINEER

HOOD RIVER COUNTY CHAMBER OF COMMERCE

MT. HOOD, LOST LAKE, THE HOOD RIVER VALLEY
THE SPORTSMAN'S PARADISE

▼

HOME OF THE FAMOUS HOOD RIVER FRUIT
APPLES, PEARS, CHERRIES, STRAWBERRIES

EVergreen 6-2000
HOOD RIVER, OREGON

Sept. 19, 1962

Mr. Forest Cooper, Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Forest:

I was out of the office the other day when a representative of the Highway Department advised my secretary that it would be next year before the Fykes Corner/Whiskey Creek section of Highway 35 would be completed.

Fruit Shippers are very anxious that the Highway construction proceed at the greatest possible haste. Currently it is taking truckers one hour and twenty minutes to make a round trip between Odell and Hood River. Prior to the detour it took one hour. Based on truck wages of $4.00 per hour it is costing considerably more in handling shipping this year. Duckwall Brothers alone advise that they will have a movement of 250,000 boxes to Hood River. This amounts to 1,000 round trips by truck.

Please do all that is possible to expedite this section of Highway 35 construction!

Yours very truly,

HOOD RIVER COUNTY CHAMBER OF COMMERCE

George D. Barton, Manager

GDB/na

cc: Glen Starkey

Porter

RECEIVED
SEP 20 1962
OREGON
STATE HIGHWAY COMMISSION

HOOD RIVER COUNTY CHAMBER OF COMMERCE

MT. HOOD, LOST LAKE, THE HOOD RIVER VALLEY
THE SPORTSMAN'S PARADISE

▼

HOME OF THE FAMOUS HOOD RIVER FRUIT
APPLES, PEARS, CHERRIES, STRAWBERRIES

EVergreen 6-2000

HOOD RIVER, OREGON

September 13, 1962

Mr. Forest Cooper, Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Cooper:

This is relative to the Highway 35 construction, between Whiskey Creek and Fikes Corner. Agriculture interest present at the last Chamber of Commerce Board of Directors meeting noted that the State had assured them that this stretch of Highway construction would be completed prior to the Fall Harvest season. At the present time large highway rigs must detour as tonnages reach peak volume. Directors are of the opinion that this detour will cost dearly in lost time and money. We are interested to know the time talbe of the Highway Department for completion of this stretch of highway.

A second request also involves Highway 35. It is that portion which being built by the Bureau of Public Roads. The other day I received a complaint from tourists who left Odell heading to Crater Lake via Highway 35. They advised that they were forced to wait for three hours before they could proceed on Highway 35. They also advised that no signs nor flag man were posted to indicate that such a wait would be faced by Highway 35 travelers. Should more blasting be contimplated we believe provision should be made to post Highway 35 at a number of points. Your observations on this would also be appreciated.

Yours very truly,

HOOD RIVER COUNTY CHAMBER OF COMMERCE

George D. Bartch, Manager

NOTED
R. L. PORTER

GDB/na

cc: Glenn Starkey

Porter

RECEIVED
SEP 14 1962
OREGON
STATE HIGHWAY COMMISSION

DIRECTORS

EARL A. MOORE, Pres.
FRANK M. HOOD, V. Pres.
HEINO E. HUKARI, Secy.
EVERETTE B. HAWTHORNE, Treas.
ARVI O. ANNALA
GEORGE CHAMBERLIN
WILLARD E. JENSEN
W. H. KITCHEL
GEORGE E. JOHNSON

HOOD RIVER ELECTRIC COOPERATIVE
Locally Owned, Financed And Operated
POST OFFICE BOX 237 PHONE: EV 6-1911 HOOD RIVER, OREGON

WILLARD I. JOHNSON, Manager

September 19, 1962

State Highway Department
State of Oregon
Salem, Oregon

Gentlemen:

Reference is made to the power line adjustments required on the Fikes Corner/Whiskey Creek Section of the Mt. Hood Highway, Project No. S 473 (3). Final accounting and billing was delivered you under date of July 2, 1962. We feel that sufficient time has elapsed that this reimbursement of $9,189.73 should have been made.

We will appreciate your early attention to this matter.

Very truly yours,

HOOD RIVER ELECTRIC COOPERATIVE

Willard I. Johnson,
Manager

WIJ:j

RECEIVED
SEP 20 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 24 1962
FOR FILING

August 24, 1962

Karl F. G. Schmidt
Route 2, Box 14
Hood River, Oregon

Dear Sir:

This is in reply to your letter of August 21, 1962 stating that M. J. Brassfield Company and B & F Construction Corporation, Inc. have damaged your garage, house and orchard due to blasting operations (amount not stated).

From the description in your letter this appears to be in connection to State Highway contract #6028 grading-paving-structures the Pikes Corner-Whiskey Creek Section of the Mt. Hood Highway in Hood River County. This contract was approximately 43% complete as of August 17.

The United Pacific Insurance Company through Mansfield and Company, 1975 S. W. 5th Avenue, Portland 1 furnished the performance bond which is given to assure completion of the contract and payment of all bills incurred in it. The State does not make payment of claim but looks to the prime contractor and surety for such payment.

If you wish to protect your claim under the bond, the claim should be filed with the Secretary of State within 6 months after the contract has been accepted by the State Highway Commission.

Attached are excerpts from the Oregon Laws outlining the filing procedure. It is possible that this damage might be covered under the contractor's liability insurance.

In the meantime this information will be noted in our records and we will advise the surety and the contractor of the receipt of your letter.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

Attachment
CWH:jf

NOTED ON CARD
dc

#6028

Rt 2. Box 14

RECEIVED
AUG 22 1962
LEGAL & RIGHT OF WAY

REFERRED TO
Legal Dept
BY SECRETARY

Head River Ore.

Aug 21 - 62

Dear Sir.

File No 33459

later part of may on a sun; some time in the afternoon M.J. Brassfield Co & B & F. const-Corp. Blasted on the retaining wall of the Bridge of Mt. Hood Rail Road which is only a few Hundred ft of my garage & House. They have done damage to my garage ~~House~~ House & orchard & shot rocks as far 500 to 1000 ft my lawn was filled with rocks they have done nothing about it some one must stand good for the damage.

I dont like to carry this in court. I ask for a very ~~reasonble settlement~~

Karl F. J. Schmidt

RECEIVED
AUG 24 1962
FOR FILING

August 24, 1962

United Pacific Insurance Company
Post Office Box 1216
Tacoma, Washington

Attention: W. T. Atkins

Gentlemen:

A letter dated August 21, 1962 has been received from Mr. Karl F. G. Schmidt, Route 2, Box 14, Wood River advising that the M. J. Brassfield Company and B & F Construction Corporation, Inc. have damaged his garage, house and orchard due to blasting operations (amount not stated).

This appears to be in reference to our contract #6028 grating-paving-structures Pikes Corner-Whiskey Creek Section of the Mt. Hood Highway in Hood River County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Floyd Cuery, Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:jf
cc: Mansfield & Company
1975 S.W. 5th Avenue
Portland 1, Oregon

M. J. Brassfield Company &
B & F Construction Corp., Inc.
975 Imperial Drive
Salem, Oregon

Commissioners

Mr. Forrest Cooper

NOTED ON CARD
dc

RECEIVED
SEP 18 1962
FOR FILING

MISC. DOCUMENTS and
AGREEMENTS No.

Salem, Oregon
August 16, 1962

Agenda Item 4-f

Three-way Agreement Among
State, East Fork Irrigation District
and Crystal Springs Water Company
Fikes Corner-Whiskey Creek Section
Mt. Hood Highway
Hood River County

Mr. T. W. Litchfield
Room 209-A
Office

Attached is an executed copy of an agreement between the State Highway Commission, East Fork Irrigation District and Crystal Springs Water Company covering adjustment by the Irrigation District of the Water Company's facilities necessitated by construction of the Fikes Corner-Whiskey Creek Section of the Mt. Hood Highway in Hood River County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one copy has been sent to the East Fork Irrigation District and one copy to the Crystal Springs Water Company.

Secretary

rn
Attach: 1

RECEIVED
JUL 19 1962
FOR FILING
60-9

July 17, 1962

Oregon State Highway Commission

Gentlemen:

In connection with the Pikes Corner-Whiskey Creek Section of the Mt. Hood Highway in Hood River County, there has developed a controversy with the Crystal Springs Water Company. It appears that part of the Company's facilities that must be adjusted are on public right of way, and part that must be adjusted are on its own right of way. The cost of adjustment is slightly over $5,000, and according to our thinking, the State should contribute about $2,000 on this amount.

The water company has refused to move or adjust the facilities unless the State will agree to make payment. In order to prosecute the contract, it is proposed that the State move the facilities and collect the proper cost thereof from the company; although this may involve litigation. The most economical way to adjust these facilities is to have it done by the East Fork Irrigation District, who is, or soon will be, adjusting its own facility.

At the next Highway Commission meeting there will be, for your consideration, an agreement between the East Fork Irrigation District, the Crystal Springs Water Company, and the Highway Commission accomplishing this work. The East Fork Irrigation District is to be paid the reasonable and proper cost for adjusting the water company's pipeline, and the State and the water company will then endeavor to reconcile their differences. If such cannot be done, the agreement provides for appropriate legal proceedings.

I recommend that this have your favorable consideration, and that you authorize the Secretary to sign the agreement.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
R. L. Porter
Victor D. Wolfe
C. H. Maison

RLP:ajw hlb

RECEIVED
JUN 18 1962
FOR FILING

FORM E-30X—30M—11-61—40231

6028

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 15, 1962

SUBJECT: Fikes Corner-Whiskey Creek
Contract No. 6028

To: Mr. Dean Swift
Division Engineer
State Highway Department
P. O. Box 1249
Bend, Oregon

Reference is made to Extra Work Order #6 for removing an ornamental fence on the property owned by Bob G. Willis. We have discussed this matter with our Legal Department and they advise us that a better way of handling the matter would be to inform Mr. Willis to move the fence himself immediately. If he does not then perform the work, we would be in a better position to have our contractor move in and do it.

The Legal Department is writing to Mr. Willis today putting him on notice to this effect. If you can wait about a week after you receive your copy of their letter and advise us whether or not Willis has done the work, we could then give you approval of the Order if it is still required.

F. D. Morgan
Construction Engineer

By F. B. Klaboe
F. B. Klaboe
Assistant Construction Engineer

FBK;bjh

cc: R. L. Porter
L. I. Lindas

RECEIVED
JUN 15 1962
OFFICE OF
STATE HIGHWAY ENGINEER
NOTED
R. L. PORTER

RECEIVED
MAY 7 1962
FOR FILING
6027

Files

May 4, 1962

United Pacific Insurance Company
P.O. Box 1216
Tacoma, Washington

#6028

Attention: Mr. W.T. Atkins

Re: Oregon State Highway Commission
Letter, May 2, 1962-Irwin I. Ingram

Dear Mr. Atkins:

Regarding above letter signed by Mr. Floyd Query, please be advised that Irwin I. Ingram verified and approved all time before last payroll check was written when he quit working for our company. This verification and approval was made to the writer and Mr. Ingram's superintendent.

His last payroll check, together with our request for his return of our set of keys to diesel, gas and parts trailer, hand level, 2 grease guns and book for keeping amount of gas and diesel, has been turned over to Mr. F.R. Wages with 701 Union in Portland.

If additional information is needed please do not hesitate to call on us.

Yours very truly,

M.J. BRASSFIELD COMPANY and
D&F CONSTRUCTION CORP.

G.W. Brassfield
Partner and President

GWB:mn
cc: Mr. Floyd Query
Oregon State Highway Commission
Salem, Oregon

cc: Mansfield & Co.
1975 S.W. 5th Ave.
Portland 1, Oregon

NOTED
FLOYD QUERY

RECEIVED
MAY - 7 1962
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

RECEIVED
MAY 3 1962
FOR FILING

6127

May 2, 1962

Mr. Irwin I. Ingram
124 [illegible] treet
Klamath Falls, Oregon

Dear Sir:

This is to acknowledge receipt of your claim letter of April 30 stating that M. J. Brassfield Co. owes you $152.72 for labor in connection with the construction job on Highway 35, near Hood River. This appears to be in connection with State Highway Contract No. 6028 with M. J. Brassfield Co. and B & F Construction, Inc., for grading, paving and structures on the Fikes Corner-Whiskey Creek Section of the Mt. Hood Highway in Hood River County.

The United Pacific Insurance Company, through Mansfield & Co., 1975 S. W. 5th Ave., Portland 1, furnished the performance bond, which is given to assure completion of the contract and payment of all bills incurred in it.

The State does not make payment of claims but looks to the prime contractor and surety for such payment.

So that there will be no misinterpretation of the law, we are forwarding your claim letter to the Secretary of State for filing. In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

As this is a labor claim, you might wish to make a filing with the State Board of Labor, 115 Labor & Industries Building, Salem.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

NOTED ON CARD

124 D. St
Klamath Falls, Ore
Apr 30, 1962.

State Highway Dept.
Salem, Ore.

Dear Sir:

I was employed by M. J. Kraefield Co. 970 Imperial Ave, Salem, Oregon. on a highway construction job, located on highway 35 near Hood River, Oregon.

I'm sending you an itemized list of hrs and dates that I worked and have not been paid for.

He has accused me of taking some items from him of which I did not do, and am no way responsible for them whatsoever.

Sincerely yours.
Irvin D. Ingram.

55.52 March 25th - 8 hrs. double time
27.76 March 26th - 8 hrs - straight time
27.76 Mar 27th - 8 hrs - straight time

Apr. 2nd - 9 hrs
Apr. 3rd - 8½ hrs
Apr 4th - 8 hrs
Apr. 5th - 9½ hrs.
Apr. 6th - 5½ hrs.

$137.94 was paid the date of 4/7/62. for the week starting Apr. 2nd and ending Apr. 6th. A shortage of $6.98 was on this check.

Apr. 10th - 8 hrs.
Apr. 11th 2 hrs.

$34.70
16.98
55.52
27.76
27.76
$152.72 still owed.

Irwin D. Ingram

RECEIVED
MAY 4 1962
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

6278

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

May 2, 1962

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached for filing is a claim letter, dated April 30, 1962, received from Irwin I. Ingram, stating that M. J. Brassfield Co. owes him for labor in the amount of $152.72.

This appears to be in connection with State Highway Contract No. 6028 with M. J. Brassfield Co. and P & F Construction, Inc., for grading, paving and structures on Pikes Corner-Whiskey Creek Section of the Mt. Hood Highway in Hood River County.

The United Pacific Insurance Company, through Mansfield & Co., 1975 S. W. 5th Ave., Portland 1, furnished the performance bond on this contract.

Please acknowledge receipt of the claim letter on the enclosed copy of this letter.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

File #3948

FILED
MAY 3 - 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

NOTED
A. C.

RECEIVED
MAY 3 - 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

NOTED
C. W. HEAD

RECEIVED
MAY 3 1962
FOR FILING

6C39

May 2, 1962

United Pacific Insurance Company
P. O. Box 1216
Tacoma, Wn.

Attention: Mr. W. T. Atkins

Gentlemen:

A claim letter, dated April 30, 1962, has been received from Irwin I. Ingram stating that M. J. Brassfield Co. owes him for labor in the amount of $152.72 with reference to a highway construction job located on Highway 35, near Hood River.

This appears to be in connection with State Highway Contract No. 6028 with M. J. Brassfield Co. and B & F Construction, Inc., for grading, paving and structures on the Fikes Corner-Whiskey Creek Section of the Mt. Hood Highway in Hood River County.

We have forwarded this claim letter to the Secretary of State for filing. Attached is a copy for your records.

This information is provided as your company appears as surety on the performance bond furnished with this contract.

Yours very truly,

CWH:fp

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Mansfield & Co.
1975 S. W. 5th Ave.
Portland 1, Oregon

NOTED ON CARD
dc

M. J. Brassfield Co. and
B & F Construction, Inc.
975 Imperial Drive
Salem, Oregon

Commissioners
Mr. Forrest Cooper

RECEIVED
APR 12 1962
FOR FILING

6028

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 29, 1962

SUBJECT:

To: Mr. Tom Edwards
Assistant State Highway Engineer
DEPARTMENT

Sign Superintendent Shough called on Manager Bartch of the Hood River Chamber of Commerce on March 26 and went over the proposed overheight truck route with County Judge Higgins. Please refer to the attached map. Theoretically, there should be no overheight loads on this end of the Mt. Hood Highway without permit. Whiskey Creek has a vertical clearance of 12.9 feet and the Van Horn structure a vertical clearance of 13.9 feet.

I understand the Whiskey Creek structure is under contract for construction in the near future and we have an agreement with the County for detouring traffic as shown on the attached map. When this occurrs, we promised to furnish the county with signs "Overheight Truck Route" to carry the trucks on south two miles to by pass the Van Horn structure. Being it is a county road, we thought it best the County install the signs, which was agreeable to County Judge Higgins.

For north bound traffic at the Van Horn Junction, M.P. 97.32, one sign should be posted on the Mt. Hood Highway directing overheight loads to the east, and this sign we figured should be posted by our department.

W. O. Widdows
Assistant Maintenance Engineer

WOW:nk

Attachment

cc: Mr. Gail Williamson

RECEIVED
MAR 30 1962
OFFICE OF
STATE HIGHWAY ENGINEER

Approved 3/31/62
ASST. STATE HWY. ENGR.

121°30'

R.10 E.

RIVER

Ruthton

Clifton

HOOD RIVER

Rockford (BARNETT RD)

Oak Grove

Summit

Connaway

ODELL

Dukes Valley

Van Horn

HOOD RIVER HIGHWAY

RIVERS

State Detour
Overheight
Truck Detour

99.55

97.45

97.32

March 16, 1962

Mr. W. O. Widdows, Sign Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Widdows:

This is relative to Highway 35 bridges at Whisky Creek and Fykes Corner. As you know their restricted clearance precludes highway use by many of the new truck rigs.

In order to serve the packing plants at Pine Grove, Van Horn and Odell it is necessary to take the East Side grade. Frankly the average truck driver is a stranger to the area and has a terrible time finding his way to the packing plants.

Packers have recommended that we have a couple of truck route signs placed so as to more clearly direct the trucks around those two overpass bottle necks. The County Court also concurs that this would be extremely helpful. Truck route signs are recommended at the following points.

1. Panorama Point sign post about two miles from Hood River on Highway 35.
2. Two signs at Pine Grove intersection accross from Pine Grove School.
   a. Sign would say "Truck Route Odell"
   b. Sign would say "Truck Route Pine Grove"

RECEIVED
MAR 2 : 1962
OFFICE OF
SIGNING ENGINEER

NOTED

We sincerely hope that these three signs can be prepared.

Regards,

HOOD RIVER COUNTY CHAMBER OF COMMERCE

George D. Bartch, Manager

GDB/na
cc: Forest Cooper, Highway Engineer

COPY

RECEIVED
MAR 19 1962
OREGON
STATE HIGHWAY COMMISSION

CEIVED
APR 1 1962
FOR FILING
2472
6029

MISC. CONTRACTS and AGREEMENTS No.

Salem, Oregon
March 9, 1962

Agenda Item 4-g

Mr. Frank Morgan
Construction Engineer
Office

Crossing Agreement
East Fork Irrigation District

Attached is a conformed copy of an agreement with the East Fork Irrigation District covering moving of the District's pipeline and appurtenant facilities due to construction of the Fikes Corner-Whiskey Creek Section of the Mt. Hood Highway in Hood River County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the East Fork Irrigation District.

Secretary

rn
Attach:

RECEIVED
FEB 21 1962
FOR FILE
C 411 (3)
6028

M. J. BRASSFIELD CO.

GENERAL CONSTRUCTION

975 Imperial Drive, N. E.
Salem, Oregon

February 19, 1962

Oregon State Highway Commission
Salem, 10, Oregon

Attention: Mr. Floyd Query
Secretary

Re: Your Letter 2/15/62

Dear Mr. Query:

As per your request of February 15, we have this date established a joint venture account with the State Industrial Accident Commission for M.J. Brassfield Company and B & F Construction Corp. in connection with State Highway Contract No. 6028.

Yours very truly,

M.J. BRASSFIELD COMPANY

George W. Brassfield nn
George W. Brassfield
Partner

GWB.nn

NOTED
FLOYD QUERY

RECEIVED
FEB 21 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 16 1962
FOR FILING

February 15, 1962

M. J. Brassfield Co. and
B & F Construction, Inc.
975 Imperial Drive
Salem, Oregon

Gentlemen:

The State Industrial Accident Commission have notified us that you are not on record as a joint venture with their department. This is in connection with State Highway Contract No. 6028 for grading, paving and structures on the Fikes Corner-Whiskey Creek Section of the Mt. Hood Highway in Hood River County.

If you have not already done so, will you please secure the necessary registration material to establish an account as a joint venture with the State Industrial Accident Commission, Labor and Industries Building, Salem, Oregon?

This is in connection with the Workmen's Compensation Act for the State of Oregon.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
State Industrial Accident Commission
Labor and Industries Building
Salem, Oregon
Attn: Mr. H. W. McCauley

CWH:fp

STATE OF OREGON
STATE INDUSTRIAL ACCIDENT COMMISSION
SALEM

February 14, 1962

ADDRESS REPLY TO
STATE INDUSTRIAL ACCIDENT COMMISSION
LABOR AND INDUSTRIES BUILDING
SALEM, OREGON

ATTENTION Rate & Survey
HWM - 224971
227718

Floyd Query, Secretary
State Highway Commission
State Highway Building
Salem, Oregon

Dear Sir:

Your notice of highway awards let January 19, 1962, indicates that the M. J. Brassfield Company and the B & F Construction, Incorporated of Salem have been awarded a joint venture contract for the work in connection with the grading, paving and structures on the Fikes Corner-Whiskey Creek Section of the Mt. Hood Highway south of Hood River.

We have a partnership account established for the M. J. Brassfield Company and an account established for the B & F Construction Corporation, however, we do not have an account listed for the joint venture operation of these two companies.

We are writing to these firms to advise them of their responsibility with this Commission for work that they will be performing under the joint venture.

Very truly yours,

STATE INDUSTRIAL ACCIDENT COMMISSION
R. G. Savage, Assistant Commissioner

By: H. W. McCauley
H. W. McCauley

HWM:JM

NOTED
FLOYD QUERY

RECEIVED
FEB 15 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 1962

DIRECTORS
EARL E. BOSSE, 1962
FRANK M. HOOD, V. Pres.
HOWARD HURREL, Sec.-Treas.
EVERETTE B. HAWTHORNE, Treas.
AEVI O. ANNALA
GEORGE CHAMBERLIN
WILLARD E JENSEN
W. H. RITCHIE
GEORGE E. JOHNSON

C 1173 (1)
6028

WILLARD I. JOHNSON, Manager

HOOD RIVER ELECTRIC COOPERATIVE
Locally Owned, Financed And Operated
POST OFFICE BOX 237 PHONE: EV 6-3911 HOOD RIVER, OREGON

February 15, 1962

State Hwy Engr

State of Oregon
State Highway Department
Salem, Oregon

Gentlemen: Re: Pikes Corner- Whiskey Cr. Sec.
Mt. Hood Highway
Hood River County

We are informed verbally by your resident engineer that one of our poles at station 1023 + 80 should be moved.

In examining the pole on the ground, we find that it is well outside the original highway right of way; in other words on private property. We therefore believe that the cost of moving this pole and the anchor attached thereto is a reimburseible item.

We estimate that our cost for moving the pole and anchor will be $189.93. We are willing to move it for that amount and are ready to proceed work immediately upon notification to begin and that our costs will be reimbursed.

Very truly yours,

Willard I. Johnson,
Manager

WIJ:j
cc: Glen Starkey,
Field Engineer

Original To Litchfield
2-19-62

RECEIVED
FEB 15 1962
FOR FILING
6.28

February 14, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding three copies each of an easement agreement and a construction agreement with the Mt. Hood Railroad Company, dated October 9, 1961, file Pux 441, Pux 442, relative to the construction of the Van Horn O'xing structure and the Whiskey Creek U'xing structure on the Fikes Corner-Whiskey Creek Section, Project No. S-473(3).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:jb

RECEIVED
FEB 15 1962
FOR FILING
S 473(3)
6225

February 9, 1962

Oregon State Highway Commission

Gentlemen:

In constructing the Pikes Corner-Whiskey Creek Section of the Mt. Hood Highway in Hood River County, it is necessary that a pipeline and appurtenant facilities belonging to the East Fork Irrigation District be moved. The Legal Department has determined that the Irrigation District has a long-standing right to maintain its facilities in their present position and it is the obligation of the Highway Commission to make reasonable compensation for the required adjustment.

There will be before you at the next Commission meeting, an agreement with the East Fork Irrigation District for your consideration. The agreement generally provides that the District will take care of the moving and adjusting the facilities and that the State will compensate it in the manner provided in the Bureau of Public Roads' Policy and Procedure Memorandum 30-4. It is estimated that this work will cost not to exceed $30,000.

It is recommended that this matter have your favorable consideration.

Very truly yours,

Forrest Cooper
State Highway Engineer

RLP:ajw hlb

RECEIVED
1962
FOR FILING
6028

February 6, 1962

Oregon State Highway Commission

Gentlemen:

Effective 8:00 a.m., Monday, February 5, permission was granted for the establishment of a 5-miles-per-hour construction speed zone for the Pilot Corner-Shirley Creek Section of the Mt. Hood Highway, No. 26, between M.P. 97.3 and M.P. 100.1 in Hood River County.

Your concurrence is requested in the establishment of this construction speed zone.

This matter will be on the agenda for your consideration at the March 2 meeting.

Very truly yours,

Howard Cooper
State Highway Engineer

cc Tom Edwards
F. B. Crandall

VPJ:pk fn

RECEIVED
FEB 9 1962
FOR FILING

February 7, 1962

In Agreements Re
Const. M.H. - Pux X-442

Mr. David C. Silven
Banta, Silven, Horton & Young
1950 Third Street
Baker, Ore.

Re: Pux 441 - Van Horn O-Xing
PUX 442 - Whiskey Creek O-Xing
Mt. Hood Railroad Co.

Dear Mr. Silven:

Attached please signed copies of the easement and construction agreement for the crossing of the Mt. Hood Railroad on the Whiskey Creek-Fikes Corner Section of the Mt. Hood Highway. These copies are for the Mt. Hood Railroad Company's records.

Very truly yours,

L.I. LINDAS
Chief Counsel

by

GLEN V. SORENSEN
Staff Attorney

GVS:ks

attach. 2

cc: G. S. Paxson
Ivan Merchant
Frank Morgan
I. A. DeFrance
Dean Swift
J. W. Nash
C. H. Maison

RECEIVED
FEB 7 1962
FOR FILING

S-472(3)

6028

RAILROAD COMPANIES
FILE No.

AGENDA
MAR 2 1962
4 e

Salem, Oregon
February 5, 1962

Pur 441-442
agenda
3-2-62

Mr. L. I. Lindas
Chief Counsel
Office

Attention: Mr. Glen V. Sorensen
Staff Attorney

We are sending you one signed copy and one conformed copy each of a construction agreement and an easement agreement between the State Highway Commission and the Mt. Hood Railroad Company for the crossing of the Mt. Hood Railroad on the Whiskey Creek-Fikes Corner Section of the Mt. Hood Highway.

Will you please forward one signed copy of each agreement to the Mt. Hood Railroad Company for their records. A fully executed copy of each agreement has been retained in this office for the Commission's files.

Secretary

rn
Attach:

Conformed "Put in Deeds File No. 577

M

RECEIVED
FEB 21 1962
FOR FILING

February 9, 1962

M. J. Brosfield Company
B & P Construction, Inc.
975 Imperial Drive
[illegible], Oregon

Gentlemen:

The State Highway Commission on January 10, 1962 accepted your proposal which was received on January 17, 1962, for Pikes Corner--Illahee Creek section of Mt. Hood Highway in Hood River County for the sum of $[illegible] and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled.

These conditions have now been satisfied and the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. The project has been assigned Contract No. 6058.

This letter confirms our telephone conversation with you of this date. Contract forms are now being prepared and will be mailed to you shortly for execution.

Very truly yours,

Secretary
[illegible]

Rothl

cc: Oregon-Portland Cement Co.
Attention: Mr. K. T. Shipley
111 S. E. Madison
Portland 4, Oregon

Pacific Builder & Engineer, Inc., Seattle
Daily Journal of Commerce, Seattle
Daily Journal of Commerce, Portland
Frank Morgan
L. H. Young
R. G. Savage (AIAC)
I. D. Merchant

NOTED
J. Mc C.

RECEIVED
JAN 1 1962
FILING
S 772(1)
4.0 2.8

January 26, 1962

Mr. A. C. Mansfield
Mansfield & Company
1975 S. W. 5th Avenue
Portland 1, Oregon

Dear Sir:

Reference is made to your inquiry, addressed to our Mr. Query, concerning railroad insurance on the Pikes Corner-Whiskey Creek Section of the Mt. Hood Highway, Hood River County.

Railroad insurance as called for in the contract will name the Mt. Hood Railroad Company. The original of your policy should go to the Company with a certified copy to the State. In lieu of a certified copy, the State can accept a Certificate of Insurance.

For the other insurance in the name of the contractor and of his subcontractors, the contractor will hold the original of the insurance and a certified copy of the policy will be filed both with the Railroad Company and with the State.

There is no need for an agreement between the contractor and the Railroad Company as the provisions covering railroad work are included in the specifications for the bridge in the State's contract with the contractor.

The above information is included in the special provisions of our contracts at the present time.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

GSPjma
cc Mr. Forrest Cooper
Mr. Floyd Query
Mr. C. A. Gardiner

RECEIVED
JAN 15 1962
FOR FILING
6028

January 23, 1962

Mr. David C. Silven
Banta, Silven, Morton & Young
1950 Third Street
Baker, Oregon

Dear Mr. Silven:

We have received the copies of the easement and construction agreement for the crossing of the Mount Hood Railroad on the Whiskey Creek-Pikes Corner Section of the Mt. Hood Highway.

These documents are being circulated to the Highway Commission for signature, and a signed copy will be forwarded to you as soon as they have been returned to us.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

GSP:ms
cc Mr. Floyd Carpenter
Mount Hood Railroad
Baker, Oregon

Mr. Forrest Cooper
Mr. Floyd Query - Please circulate to the Commission.

HAROLD BANTA
DAVID C. SILVEN
JOHN B. HORTON
THOMAS F. YOUNG

LAW OFFICES
BANTA, SILVEN, HORTON & YOUNG
1950 THIRD STREET
BAKER, OREGON
JACKSON 3-4442

NICHOLS & HALLOCK
1918-1922
NICHOLS, HALLOCK & DONALD
1923-1929
HALLOCK, DONALD & BANTA
1930-1945
HALLOCK, DONALD, BANTA & SILVEN
1946-1950
HALLOCK, BANTA, SILVEN & HORTON
1951-1954
BANTA, SILVEN & HORTON
1955-1959

January 18th, 1962

Mr. G. S. Paxson
Assistant Highway Engineer
State Highway Department
Salem, Oregon

Re: Your References PUX441
PUX442
Mount Hood Railroad Company

Dear Mr. Paxson:

Mr. Floyd Carpenter of Mount Hood Railroad Company advised us today that he has just recently been able to learn of the completion date on the contract, which removes one of the objections we had as to the time element and that under those circumstances, the agreement as heretofore revised, is now satisfactory.

Accordingly, we enclose construction agreement and easement agreement, in triplicate, and ask that one executed copy be returned to us following approval by the State Highway Commission.

Very truly yours,

BANTA, SILVEN, HORTON & YOUNG

By David C. Silven

DCS:bb
enc.

cc - Mr. Floyd Carpenter
Mount Hood Railroad
Baker, Oregon

RECEIVED
JAN 22 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 10 1962
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 8, 1962

SUBJECT: Access Points
Whiskey Creek-Hood River Section
Mt. Hood Highway
Hood River County

To: Mr. R. L. Porter
Assistant State Highway Engineer

Office

Attached is a Right of Way map whereon are shown the locations of the points of access which we plan to allow the various adjacent owners on the above project.

These points have been determined by field inspection conducted by our Right of Way people in conjunction with the Resident Engineer, and have been determined to be the minimum necessary to adequately serve the owners' remaining property.

File numbers, names of owners, stations of access, and width are as follows:

File Number	Name	Engineer's Station	Side of Highway	Width
34221	Pacific Power and Light, Company	1044+30	Westerly	25 Ft.
34223	E. Gramsee	1081+20	Easterly	25 Ft.
34224	R. M. and B. M. Downing	1090+25	Easterly	25 Ft.
		1098+10	Easterly	25 Ft.
		1100+80	Westerly	25 Ft.
34231	Hood River County	1116+60	Westerly	25 Ft.

No use restriction is planned on any of the above listed points of access.

It is recommended that this line be appraised and negotiated on the above basis. Any variance from the approaches as listed above will be reported to you in a separate letter.

L. I. Lindas
Chief Counsel

By Walter T. Wright
Walter T. Wright
Right of Way Engineer

DHM:jm

cc Mr. L. I. Lindas

Attachment

Approved:

R. L. PORTER

RECEIVED
DEC 12 1961
5-47315
6028

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 7, 1961

To: Tom Edwards
Construction

Office

SUBJECT: Relocation of East Fork Irrigation District
Fikes Corner-Whiskey Creek Section
Mt. Hood Highway

Attention: Curt Baker

The above entitled project will necessitate the relocation of certain facilities owned by the irrigation district. The question has been posed as to whether it is the State's obligation or the District's obligation to make these readjustments. After studying all the facts and researching the law involved it is our opinion that it is the obligation of the State to reimburse the District for the proper and necessary expenses of relocating the facilities. The State should be given credit for any salvage that is retained by the District and should pay no part of any betterment of the system nor for any new rights of way the District might wish to acquire.

L. I. LINDAS
Chief Counsel

RECEIVED
1961
ENGINEER

GVS:ckr
cc: Frank C. McKinney

COPIES TO:
W. T. WRIGHT
L. H. YOUNG
FORREST COOPER
G. A. STANNEY
H. G. BRAINARD
DON SWIFT
V. G. O'NEIL
T. W. LITCHFIELD
12-8-61

CONSTRUCTION DIVISION
RECEIVED
DEC 7 1961
NOTED-- CE ACE ACE BOL

RECEIVED
NOV 21 1961
FOR FILING

November 16, 1961

County Court of Hood River County
Court House
Hood River, Oregon

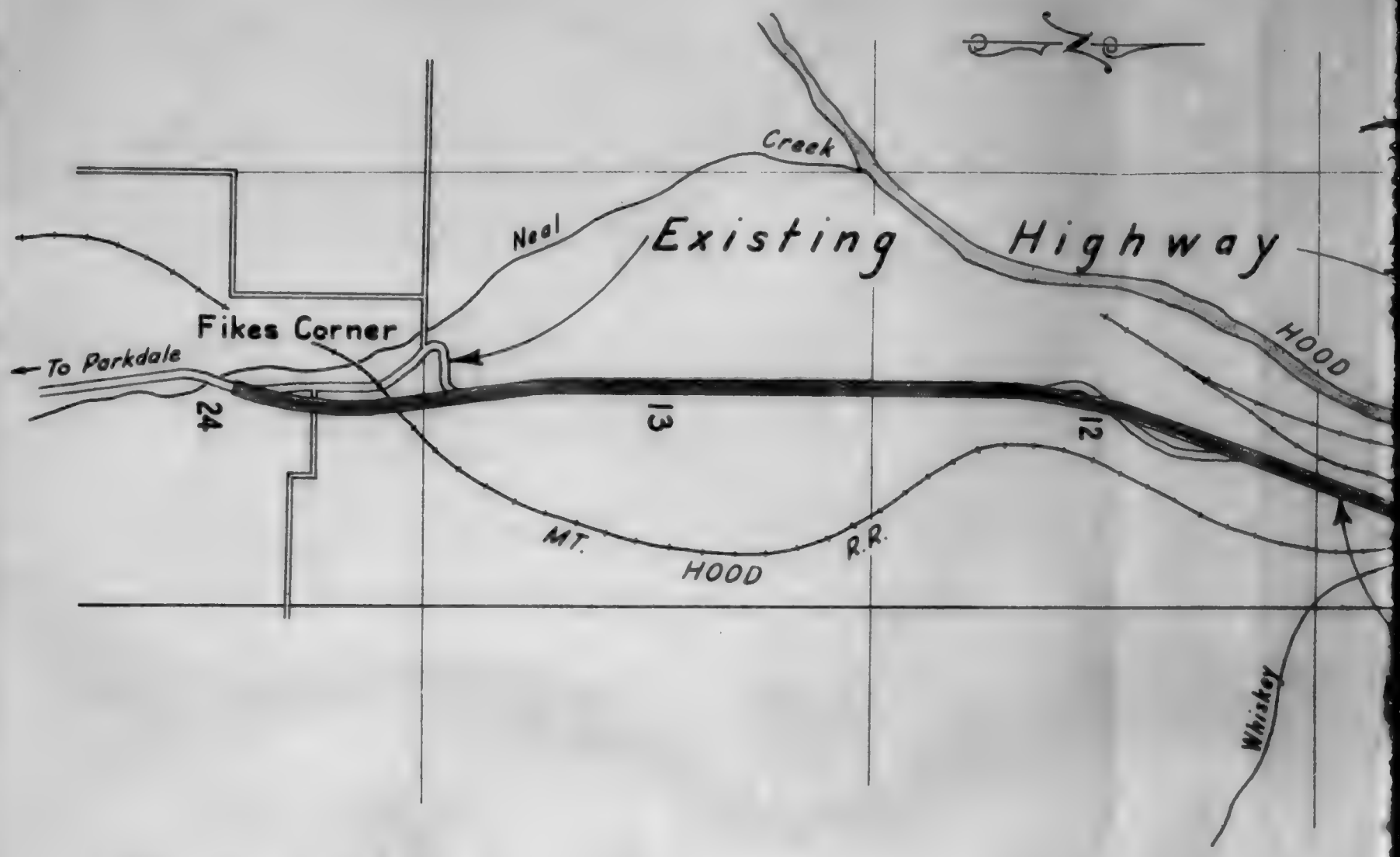
Gentlemen:

We are enclosing for the records and files of Hood River County a fully executed copy of a Throughway-Abandonment Agreement between the State Highway Commission and Hood River County covering the Fikes Corner Whiskey Creek Section of the Mt. Hood Highway in Hood River County.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

rn
Enc.



I hereby certify that there are
less than ten commercial businesses
per mile abutting on this section of highway.

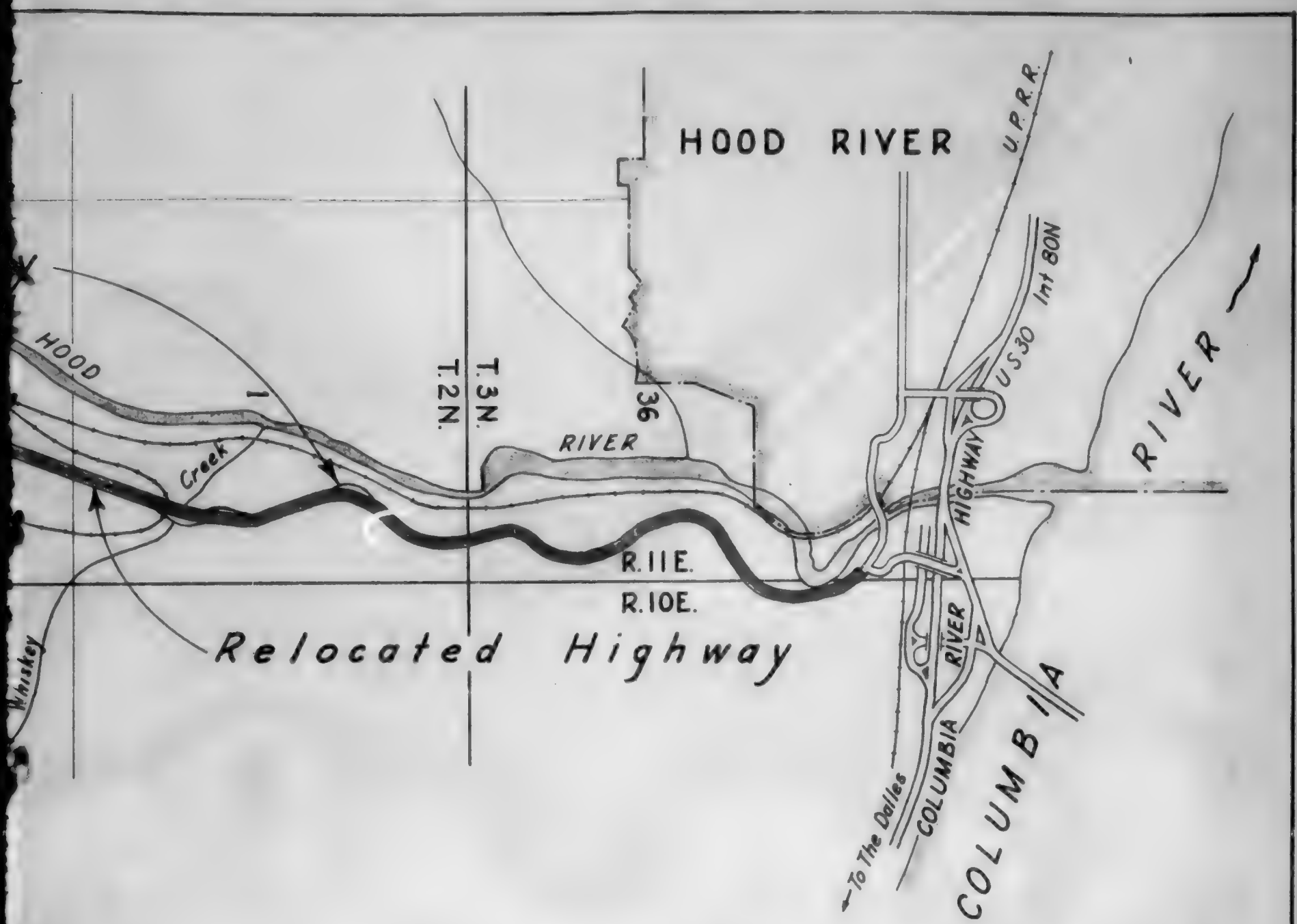
Orrel Cooper
Deputy Highway Engineer

LEGEND

Throughway Portion

Excepted Portion

IR-5-1526



OREGON STATE HIGHWAY DEPARTMENT

Sketch Map

THROUGHWAY DESIGNATION

FIKES CORNER – HOOD RIVER SECTION

MT. HOOD HIGHWAY

HOOD RIVER COUNTY

Scale 1" = 2000' Sept., 1961

DRG. NO. IR-5-1526

NOV 8 1961
FOR F...

November 2, 1961

Mr. David C. Silven
Santa, Silven, Morton & Young
1950 Third Street
Baker, Oregon

Dear Sir:

Under date of August 13, you wrote me concerning modifications of the agreement between the State and the Mt. Hood Railway Company covering the Whiskey Creek-Pikes Corner Section of the Mt. Hood Highway. You asked that paragraph 2 of the agreement be revised so that the closure of the Whiskey Creek structure be limited to a total of three occasions within the two periods as specified in the agreement. We have made these changes, and I attach hereto three prints from a revised page 2 of the agreement, which I ask you substitute in the agreements which you now have.

You also asked us to consider modifications of paragraphs 10 and 15 to protect the Railroad Company against deliberate or negligent acts of public authorities. We have entered into many agreements with railroad companies over the past years and such provision has never been included in these agreements. You certainly have all the protection that is needed under ordinary court procedures in case of deliberate or negligent acts.

You further suggested that the Railroad Company be relieved of any future modifications or reconstruction of the structure. I would point out that this project is to be constructed entirely at the expense of the State, and that if there was any responsibility upon the Railroad Company in connection with the present structure, that responsibility has not been increased by this project. The assessment of costs against parties in such projects is left with the Public Utility Commissioner, and we, of course, cannot bind his hands in any future decisions. At the present time the federal regulations for interstate projects definitely state that unless an existing crossing is eliminated by a project, no benefits are to be assessed against the Railroad Company so that if present policies continue, any modification in the future would not be at Railroad cost.

We want to get started on this very needed project as soon as possible, and I would ask that you expedite your consideration of the agreement.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Attach.

cc to: Mr. J. W. Carpenter
General Manager
Mt. Hood Railroad Company
Baker, Oregon

Mr. W. C. Williams
Mr. Glen Sorenson

LAW OFFICES
BANTA, SILVEN, HORTON & YOUNG
1950 THIRD STREET
BAKER, OREGON
JACKSON 3-4442

HAROLD BANTA
DAVID C. SILVEN
JOHN S. HORTON
THOMAS F. YOUNG

NICHOLS & HALLOCK
1919-1922
NICHOLS, HALLOCK & DONALD
1923-1929
HALLOCK, DONALD & BANTA
1930-1945
HALLOCK, DONALD, BANTA & SILVEN
1946-1950
HALLOCK, BANTA, SILVEN & HORTON
1951-1954
BANTA, SILVEN & HORTON
1955-1959

October 13th, 1961

Mr. G. S. Paxson
Assistant Highway Engineer
State Highway Department
Salem, Oregon

Your References Pux441
Pux442
Mount Hood Railroad Company

Dear Sir:

Mount Hood Railroad Company asked us to advise you that it was their understanding that the railroad operations would have to be shut down for but one weekend. The proposed agreement in Paragraph (2) has no limitation as to the number of weekends, nor even the number of years so far as that is concerned, when the railroad operation could be interfered with. It would be satisfactory if there were a limitation inserted in the contract that the railroad would not be obliged to discontinue train traffic in excess of three weekends during the period of construction.

Could paragraphs (10) and (15) of the proposed contract be modified to protect the railroad company against deliberate or negligent acts of public authorities? In years to come if the Highway Commission should conclude the undercrossing structure to be a road hazard because not wide enough, or furnishing sufficient clearance, or a wrong angle because of re-routing of the highway or some other reason, the railroad company should not be saddled with the additional burden of correcting such conditions to accomodate the traveling public.

Very truly yours,

BANTA, SILVEN, HORTON & YOUNG

By David C. Silven

NOTED
P. M. STEPHENSON

DCS:bb

cc - Mount Hood Railroad Company
Baker, Oregon

cc sent Mr. Sorenson 10-16. er

RECEIVED
OCT 16 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 16 1961
OREGON
STATE HIGHWAY COMMISSION

Order #38078

BEFORE THE PUBLIC UTILITY COMMISSIONER

OF OREGON

SXF 201

10-27-61

In the matter of the Petition of the STATE OF OREGON by and through its State Highway Commission for permission to construct a highway above grade of the tracks and right of way of Mt. Hood Railroad Company, known as the VAN HORN OVER-CROSSING project in Hood River County, Oregon.	ORDER

The above entitled matter was heard on October 10, 1961, before Donald J. Howe, Examiner for the Commissioner. The following appearances are of record herein:

For Petitioner:

Glen V. Sorensen, Assistant Attorney General, of Counsel for the Oregon State Highway Commission

For Respondent:

J. F. Carpenter, Baker, Oregon
In behalf of Mt. Hood Railroad Company

For Commissioner:

C. E. Jaqua, Utility Engineer
Salem, Oregon

Interested Party:

Harris Higgins, County Judge
Hood River, Oregon
In behalf of Hood River County

Order #38078

On August 10, 1961, the State of Oregon by and through its State Highway Commission, hereinafter referred to as Petitioner, filed its Petition pursuant to the provisions of ORS 763.040 and 763.080 for permission to construct a public highway above grade of the tracks of the Mt. Hood Railroad Company, hereinafter referred to as Respondent. The proposed crossing has been denominated the Van Horn Overcrossing project.

Attached to and made part of the Petition are a vicinity map and engineering drawings showing highway and railroad profiles, plan, elevation, grade line diagram and clearance diagram. The map and drawings are designated drawings Nos. 16733 and 646A-A.

Petitioner also sets forth the proposed manner in which the construction and maintenance of the project will be handled and the cost thereof borne.

Notice of the Petition and copies thereof were duly served upon the Respondent and County Court of Hood River County. No formal answers were filed. However, both Hood River County and the Respondent by letters dated August 18, 1961 and August 14, 1961, respectively advised the Commissioner that they had no objection to the proposed overcrossing.

The matter was thereafter set down for hearing and notice thereof was duly served upon the parties of record.

Evidence was adduced on behalf of the Petitioner and Respondent, the hearing completed and the matter submitted for determination. Based upon the evidence and the record it is found that:

Petitioner is presently engaged in the reconstruction and realignment of the Fikes Corner-Whiskey Creek section of the Mt. Hood Highway (O.S.H.R. No. 35) and as a part thereof it will be necessary to construct an overcrossing of the tracks of the Respondent, in Section 24, Township 2, North, Range 12 East of the Willamette Meridian, Hood River County at the intersection of the railroad and the realigned Mt. Hood Highway.

The highway in the vicinity of the crossing is aligned in a generally north-south direction with a compass bearing of North 13° 39' 30" West. The tracks which intersect with the road are aligned in a generally northeasterly-southwesterly direction forming an angle of intersection of 48° 59 minutes in the northeast quadrant between highway center line and the tangent to the curve at the railroad center lines. The point of intersection is designated as Highway Survey Station L902+12.98 POS equals the Railway Survey Station 317+47.4 PT.

The highway grade approaching proposed overcrossing structure from the south is an ascending tangent grade of 3.45% and approaching the structure from the north is a descending tangent grade of 0.78% connected by a 1200 foot vertical curve. Petitioner proposes to construct a three-span reinforced concrete continuous deck girder structure with a 30 foot roadway between curbs and no sidewalks. The length of the spans will be 141 feet along the center line of the structure.

The minimum horizontal clearance from the center of the track on the northeast side of the tracks will be 19 feet 8 inches and on the southeast side 18 feet 6¼ inches. Vertical clearance after completion of the structure at the center of track will be 23 feet above top of rails to the underside of the structure. These clearances are in the excess of the minimums prescribed in PUC Order #33700. During the course of construction, vertical clearance will be temporarily reduced to 20.5 feet between the top of rail and the underside of the overhead obstruction.

Rail movement over the proposed crossing consists of 2 train movements daily except Sunday. The estimated volume of average daily vehicular traffic which will use the proposed overcrossing is 1300 vehicles.

The Petitioner proposes that the construction and maintenance of the proposed overcrossing and the cost thereof be borne as follows:

Petitioner will:

(a) Prepare plans and specifications and award a contract or contracts for the construction

of said project and supervise the construction thereof.

(b) Finance the construction of said project, including reimbursement to Respondent for necessary expenditures incurred in connection therewith.

(c) Maintain the overcrossing structure with its embankments, appurtenances and approaches after completion of the project.

Respondent will:

(a) Subject to reimbursement by Petitioner, furnish such engineering, inspection, watchman and flagman services as may be necessary to protect railroad operations during construction of the project.

(b) At its own cost and expense, maintain the railroad tracks with their appurtenances and facilities after completion of the project.

No objections to these proposals were made and they are approved. The provisions therein relating to division of the cost and expenses involved are just and reasonable under the circumstances.

From the foregoing it is concluded that the proposed overcrossing is necessary in connection with the construction and relocation of the Fikes Corner-Whiskey Creek section of the Mt. Hood Highway and is required in the interest of public safety, convenience and general welfare. Permission for the construction thereof should be granted upon the terms and conditions hereinafter set forth; it is therefore

ORDERED that the permission requested in the Petition of the State of Oregon, by and through its State Highway Commission, for the construction of a highway above grade of the tracks of the Mt. Hood Railroad Company, known as the Van Horn Overcrossing project, be and the same is hereby granted, subject to the following terms and conditions:

(1) The construction shall be done in a good and workmanlike manner in accordance with accepted engineering practices and in conformity as to location, grade, elevation and general design, with revised Oregon State Highway Department Drawings No. 16733 and No. 646A-A, or such revision thereof as may be mutually agreed upon by Petitioner and Respondent.

(2) Construction and maintenance of the overcrossing and railroad tracks shall otherwise be done and the costs thereof borne in accordance with the findings of the Commissioner hereinabove made;

and it is further

ORDERED that No. 24A-6.2-A shall be assigned to the subject overcrossing in the Commissioner's Catalog of Crossings in the State of Oregon; and it is further

ORDERED that impairments to the standard vertical clearances as prescribed and defined in P.U.C. Order #33700 which result from the placing of falsework or the erection of building materials required for the construction which do not fall below a line 20.5 feet above top of rail, are hereby authorized as temporary impaired clearances, such impairments to be removed upon completion of the proposed structure; and it is further

ORDERED that Mt. Hood Railroad Company is hereby authorized to operate its railroad equipment over the track thus impaired under the conditions of impairment set forth above; and it is further

ORDERED that the within order shall be effective on the date of the execution hereof.

Made and entered this 27th day of October, 1961.

Public Utility Commissioner

(SEAL)

Order #38077

BEFORE THE PUBLIC UTILITY COMMISSIONER

OF OREGON

SXF 200

10-27-61

In the matter of the Petition of the STATE OF OREGON by and through its State Highway Commission for permission to alter an existing undercrossing of the tracks of Mt. Hood Railroad Company, known as the WHISKEY CREEK UNDERCROSSING project in Hood River County, Oregon.

ORDER

The above entitled matter was duly heard on October 10, 1961, before Donald J. Howe, Examiner for the Commissioner. The following appearances are of record herein:

For Petitioner:

Glen V. Sorensen, Assistant Attorney General, of Counsel for the Oregon State Highway Commission

For Respondent:

J. F. Carpenter, Baker, Oregon
In behalf of Mt. Hood Railroad Company

For Commissioner:

C. E. Jaqua, Utility Engineer
Salem, Oregon

Interested Party:

Harris Higgin, County Judge
Hood River, Oregon
In behalf of Hood River County

Order #38077

On August 10, 1961, the State of Oregon, by and through its State Highway Commission, hereinafter referred to as Petitioner, filed its Petition pursuant to the provisions of ORS 763.040 and 763.080 for permission to alter an existing undercrossing of the tracks of the Mt. Hood Railroad Company, hereinafter referred to as Respondent. The proposed undercrossing has been denominated the Whiskey Creek Undercrossing project.

Attached to and made a part of the Petition are a vicinity map and engineering drawings showing highway and railroad profiles, plan, elevation, grade line diagram and clearance diagram. The map and drawings are designated drawings Nos. 16732 and 645A-B.

Petitioner also sets forth the proposed manner in which the construction and maintenance of the project will be handled and the cost thereof borne.

Notice of the Petition and copies thereof were duly served upon the Respondent and County Court of Hood River County. No formal answers were filed. However, both Hood River County and Respondent by letters dated August 18, 1961 and August 14, 1961, respectively advised the Commissioner that they had no objection to the proposed undercrossing.

The matter was thereafter set down for hearing and notice thereof duly served upon the parties of record.

Evidence was adduced on behalf of the Petitioner and Respondent, the hearing was completed and the matter submitted for determination. Based upon said evidence and record it is found that:

Petitioner is presently engaged in the reconstruction and realignment of the Fikes Corner-Whiskey Creek section of the Mt. Hood Highway (O.S.H.R. No. 35) which will require an undercrossing of the railroad tracks of the Respondent at the site of the proposed crossing in Section 1, Township 2 North, Range 10 East of Willamette Meridian in Hood River County.

The center line of the proposed highway will intersect the center line of Respondent's main line track at Highway Survey Station L1023+73.01 POT and Railroad Survey Station 185+57.00 POC at an angle of 54° 37' 30" in the northeast quadrant.

The highway grade approaching the proposed undercrossing structure from the south will be a descending grade of 4.00%. The railroad as it approaches the crossing from the south and east in on a descending grade of 2.79%. The Petitioner proposes to construct a combination steel beam and treated timber trestle structure. The structure will support a wooden rail deck over 9 spans. The center span will be a steel beam span 67 feet 6 inches and will be supported by concrete piers. At either end of the structure there will be 4 spans supported by treated timber piling. The total length of the structure will be 186 feet. The structure will support a single track with walkways on either side. The highway under the structure will have three 12 foot lanes with a 4 foot shoulder to the east and an 8 foot shoulder to the west of the roadway. A minimum vertical clearance of 16 feet will be provided. There will be no impaired clearances during construction and all clearance provided for the completed structure will exceed the minimums set forth in Commissioner's Order No. 33700.

Railroad traffic over the proposed crossing consists of two train movements daily except Sunday. The estimated volume of average daily vehicular traffic which will use a proposed undercrossing is 1300 vehicles.

The Petitioner proposes that construction and maintenance of the proposed undercrossing and the cost thereof be borne as follows:

Petitioner will:

(a) Prepare plans and specifications and award a contract or contracts for the construction of the proposed grade separation structure, and supervise the construction thereof.

(b) Finance construction of said project including reimbursement to Respondent for necessary expenditures in connection therewith.

(c) After completion of the project, maintain the highway and its facilities including drainage ditches and highway slopes.

Respondent will:

(a) Subject to reimbursement by Petitioner, furnish such engineering, watchman and flagman services as may be necessary and required to safeguard railroad operations during the construction of the project.

(b) Subject to reimbursement by Petitioner, furnish and place rails, guard rails and rail fastenings above the top of the ties.

(c) After completion of the project, maintain the structure, trackage and all other railroad facilities at its sole cost and expense.

These proposals have been agreed upon between Petitioner and Respondents and are hereby approved. The proposals relating to the division of the expenses are just and reasonable under the circumstances.

From the foregoing it is concluded that the proposed undercrossing is necessary in connection with the reconstruction of the Mt. Hood Highway and is required in the interest of public safety, convenience and general welfare and permission for the construction thereof should be granted upon terms and conditions hereinafter set forth; it is therefore

ORDERED that the permission requested in the Petition of the State of Oregon, by and through its State Highway Commission, for the construction of the highway undercrossing, known as the Whiskey Creek Undercrossing project be and the same is hereby granted subject to the following terms and conditions:

(1) Construction shall be done in a good and workmanlike manner in accordance with accepted engineering practices and in conformity as to location, grade, elevation and general design shown on the Oregon State Highway Department Drawings Nos. 16732 and 645A-B submitted with the Application and by reference made a part thereof or such revisions thereof as may be mutually made by Petitioner and Respondent.

(2) Construction and maintenance of the proposed project will otherwise be done and the cost thereof be borne in accordance with the findings of the Commissioner hereinabove made; and it is further

ORDERED that 24A-3.6-B shall be assigned to the subject undercrossing in the Commissioner's Catalog of Crossings in the State of Oregon; and it is further

ORDERED that the within order shall be effective on the date of the execution hereof.

Made and entered this 27th day of October, 1961.

Joel C Hill
Public Utility Commissioner

(SEAL)

RECEIVED
OCT 12 1961
FOR FILING

9/1-1/61
NOA

September 27, 1961

Oregon State Bureau of Labor
115 Labor & Industries Building
Salem, Oregon

Attention: Harry Baker

Gentlemen:

On August 18, 1961 we sent you a copy of "Survey Resolution No. 239", adopted by the State Highway Commission on May 26, 1961, covering the survey and designation as a through-way of the Fikes Corner-Hood River Section of the Mt. Hood Highway, Hood River County. Attached to the resolution was a sketch map of the highway location.

The Commission at its meeting on September 15, 1961 amended "Survey Resolution No. 239". Enclosed is a copy of the amended survey resolution, No. 239a, with sketch map.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

Encl.

RECEIVED
SEP 15 1961
FOR FILING

September 15, 1961

Oregon State Highway Commission

Gentlemen:

The Highway Commission, on May 26, 1961, adopted Resolution No. 239 covering the survey of the Fikes Corner-Hood River Section of the Mt. Hood Highway in Hood River County. This resolution did not contain a provision making the section a throughway. There will be before you for consideration at this meeting a resolution declaring the section a throughway.

I would recommend your adoption of the resolution.

Very truly yours,

W. C. Williams
State Highway Engineer

cc to: Mr. G. S. Paxson
Mr. H. S. Cox

GSPrae

RECEIVED
SEP 5 1961
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 30, 1961

To: MEMO TO THE FILES

SUBJECT: Irrigation Lines
Fikes Corner-Whiskey Creek Section
Mt. Hood Highway
Hood River County

On August 24, 1961, Mr. Ted Litchfield, Utilities Liaison Engineer, met with the following people concerning irrigation lines on the subject section:

Mr. Herb Purnell, Pooley Orchards, Inc.
Mr. Harold Fletcher, President, East Fork Irrigation District
Mr. Edwin C. Shaw, Supt., East Fork Irrigation District
Mr. Allen Bickford
Mr. A. C. Bickford

As a result of these meetings, several questions have been raised:

1. When was this section of the Mt. Hood Highway first established as a public way?

2. To what extent will the State participate in the cost of adjusting the irrigation facilities?

3. What will the District do in regard to the adjustment of their facilities?

The East Fork Irrigation District owns a 14-inch irrigation pipe which crosses the highway centerline at Station 921+70 and parallels the existing road to 971+20. This 14-inch pipe reduces to a 12-inch and finally to a 10-inch diameter in this length of 4,950 feet, and varies from about 6 feet to 22 feet west of the proposed centerline. It is a creosoted wooden pipe throughout most of its length, although some has been replaced with metal pipe within the past ten years. There are also concrete diversion boxes belonging to the District located opposite Stations 925+00 to 971+20.

The key to this whole problem appears to be the determining of exactly when the road was made a public way and what width of right

NOTED
FORREST COOPER

of way was established. Mr. A. C. Bickford, a long-time resident of this area stated that the County had established a right of way 40-feet wide prior to 1913, and this irrigation line was established outside that original right of way. If this is the case, the State would be obligated to pay for any adjustment required.

Another thing that must be determined is to what extent the State desires this pipe removed from the proposed roadbed. The cost of relocating their entire facility is estimated by the District to be about $22,000. This includes the cost of adjusting eight crossings of pipes varying from 1-inch to 6 inches in diameter. The District has stated that they would do all the work necessary to relocate their facilities. Before the District may proceed with any adjustment, they must know to what extent the State will participate in the cost of such an adjustment.

Pooley Orchards, Inc. owns a 4-inch irrigation line lying from 22 to 35 feet west of the proposed centerline between Stations 910+60 and 924+80. This does not connect with the diversion box at Station 925, but drains its entire supply from a 4-inch line crossing centerline at Station 915+50 under Permit No. 4558, dated January 13, 1958. All but the crossing appears to lie on privately owned property, and should be handled as part of the right of way settlement with Pooley Orchards, Inc. The crossing should be adjusted at Pooley Orchards' expense.

There is a concrete screening box west of Station 954+50 which belongs to Allen Bickford and should be handled as part of the right of way settlement. He will rebuild the box or have it rebuilt to his own satisfaction.

There are also 4-inch irrigation lines crossing at about Stations 906+50 and 909+20 owned cooperatively by Pooley Orchards, Inc., Webster Orchards, J. F. Baker, Clifford Tadakuma, and William Bradley. The one at Station 906+50 lies on privately owned land, and the one at Station 909+20 crosses the existing right of way, but no permit is on record for it.

The irrigation season in this area runs from March 1 to November 1 so the State's contractor should conduct his work so as not to interfere with the supply of irrigation water during this time.

In view of these facts, the following is recommended:

1. Conduct a search of the records and determine the date the irrigation facility was first built and the date this road was established as a public way. This will be done by the resident engineer on the project.

2. Study the problem involving the large irrigation line, and determine how much of it the State will require to be moved based on facts arrived at in Paragraph 1.

3. Inform the Right of Way Agents in the field that the 4-inch

line from Stations 910+60 to 924+80 belongs to Pooley Orchards, Inc. and that the screening box at Station 954+50 is owned by Allen Bickford.

4. Write into our specifications that the irrigation season runs from March 1 to November 1 and that the water supply must not be interrupted.

Tom Edwards
Construction Engineer

By C H Baker
C. H. Baker
Ass't. Field Construction Engineer

TWL:fp

cc Forrest Cooper
L. I. Lindas
James Kuhn
Walter T. Wright
H. G. Brainerd
R. L. Porter
Frank Hall
Dean Swift
Glenn A. Starkey

RECEIVED
AUG 31 1961
OFFICE OF
STATE HIGHWAY ENGINEER

August 23, 1961

Oregon State Bureau of Labor
115 Labor & Industries Building
Salem, Oregon

Attention: Mr. Harry Baker

Gentlemen:

The State Highway Commission at its meeting on May 26, 1961 adopted a survey concerning improvement of the Fikes Corner-Hood River Section of the Mt. Hood Highway, Hood River County, and designating this highway section as a throughway. For your information we have attached a sketch map showing the route of the new highway section and a copy of the Commission's resolution adopting the survey and throughway (Survey Resolution No. 239).

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

Encl.

RECEIVED
AUG 23 1961
FOR FILING

SE 473.(2)

1 1 c 34

August 22, 1961

Mr. J. W. Carpenter
General Manager
Mt. Hood Railroad Company
Baker, Oregon

Re: Pikes Corner-Whiskey Creek Section, Mount Hood Loop Highway, Hood River County

Dear Sir:

On June 14, 1961, I sent you copies of descriptions covering the easements for the proposed crossings of your tracks at the Whiskey Creek and Van Horn sites. I find that an error was made in these descriptions in the deed references.

Under Parcel No. 1, the deed should be noted as recorded in Book G, page 361, and in Parcel No. 2 as recorded in Book G, page 362, both references being to the Hood River County Record of Deeds. This does not change the location, area, or other matters of the deed description, and we will use the revised description, of which a copy is attached in the agreement which we are preparing.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:er

cc Mr. Glen Sorenson

RECEIVED
AUG 17 1961
FOR FILING
F-473 (3)
6028

August 17, 1961

Hon. John F. Cushman, District Attorney
Hood River County
Third and Cascade
Hood River, Oregon

Dear Mr. Cushman:

Referring to your letter of August 3, and the anxiety of Mr. and Mrs. Tom Mohr, Route 2, Box 509, Hood River, toward our location survey south of Pikes Corner on Route 35, please be advised that we have placed the property as being just south of the existing Neal Creek Crossing which is outside the limits of currently proposed projects. This area is under survey for possible future work should funds be available. The survey is incomplete and not approved for the purchase of right of way. Several years should pass before our intentions are firm with respect to construction.

We requested that Division Engineer Dean Swift, or his representative, discuss the situation with Mr. and Mrs. Mohr, and I have since been advised that this has been done.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. Tom Edwards
Mr. Dean Swift
JEM:jk/TE:jw mm

JOHN F. CUSHMAN
ATTORNEY AT LAW
THIRD AND CASCADE
HOOD RIVER, OREGON
EVERGREEN 6-3708

DISTRICT ATTORNEY
HOOD RIVER COUNTY

PLEASE RETURN TO
FORREST COOPER

August 3, 1961

REFERRED TO
Cooper
for State Highway Engineer

State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

Mrs. Tom Mohr of Route 2, Box 509, Hood River, Oregon, called on me this morning regarding the survey of Highway 35 known as the Loop Highway in Hood River County. Mr. and Mrs. Mohr own approximately one acre and a home at the address given above along a straight stretch of the Loop Highway.

They became alarmed and quite upset when a surveyor who requested their permission to survey across their property apparently indicated they would loose their trees and nearly all of their home property which is only an acre in area.

I told Mrs. Mohr that I certainly was in no position to know the intentions of the State Highway Commission or to oppose condemnation by the State, but since they are an elderly couple I told them I would write to your department and suggest that perhaps someone should fully explain to them how much land the State proposes to use and otherwise explain the situation to them. I am sure that public relations will best be served if this be done and that this will be called to the attention of the engineers involved.

Very truly yours,

John F. Cushman

JOHN F. CUSHMAN
District Attorney

JFC:pm

Edw
Draft Reply

RECEIVED
AUG - 4 1961
OREGON
STATE HIGHWAY COMMISSION

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OFFICE OF
STATE HIGHWAY ENGINEER

FORM B-80 8GM 3-61 84397

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 16, 1961

SUBJECT: R/W File 33461-Mt. Hood Railroad Co.
Fikes Corner-Whiskey Creek Section
Mt. Hood Highway
Hood River County

To: Mr. G. S. Paxson
Assistant Highway Engineer
Office

Attached are four copies of revised descriptions, dated August 1, 1961, concerning easements required from the Mt. Hood Railroad Company, on the subject section.

Title information revealed that our deed references were in error, consequently that portion of the description was revised. No revision was required in the area and also the maps, as previously submitted, did not require changing.

Tom Edwards
Construction Engineer

By D. J. Barbee

D. J. Barbee
Assistant Construction Engineer

FOS:dw

Attach

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DESCRIPTION ONLY

Mt. Hood Railroad Company

Fikes Corner-Whiskey Creek Section

Hood River County

File No. 33461
RR 8-1-61
8B-22-13

Mt. Hood Highway

Easements

PARCEL NO. 1 A permanent easement for structure, slopes and drainage, over or on the following described parcel, to-wit:

A parcel of land lying in the NW¼NW¼NE¼ of Section 24, Township 2 North, Range 10 East, W.M., Hood River County, Oregon, and being a portion of that property described in that deed to Mt. Hood Railroad Company, recorded in Book G, Page 361 of Hood River County Records of Deeds; the said parcel being that portion of said property included in a strip of land variable in width, lying on each side of the center line of the Mt. Hood Highway as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 899+34.53, said Station being 575.23 feet South and 220.62 feet West of the North quarter corner of said Section 24; thence on a spiral curve left (the long chord of which bears North 12° 19' 30" West) 400 feet; thence North 13° 39' 30" West, 26.67 feet; thence on a spiral curve right (the long chord of which bears North 12° 19' 30" West) 400 feet to Station 907+61.20, said center line intersects the center line of the main track of said Railroad at Station 902+12.98, which Station equals Station 317+47.4 on said main track center line.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on Westerly Side of Center Line	Width on Easterly Side of Center Line
899+34.53		902+00	90	100
902+00		902+50	90 in a straight line to 115	100
902+50		905+00	115	100

(Bearings used herein are based upon the Oregon Co-ordinate System, North Zone.)

The parcel of land to which this description applies contains 0.45 acre.

PARCEL NO. 2 A permanent easement for structure and slopes, over or on the following described parcel, to-wit:

A parcel of land lying in the NW¼SE¼SE¼ of Section 1, Township 2 North, Range 10 East, W.M., Hood River County, Oregon, and being a portion of that property described in that certain deed to Mt. Hood Railroad Company, recorded in Book G, Page 362 of Hood River County Records of Deeds; the said parcel being that portion of said property included in a strip of land 170 feet in width, 85 feet on each side of the center line of the Mt. Hood Highway as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 1016+80.26, said Station being 2240.36 feet South and 130.78 feet East of the Northwest corner of the NE¼SE¼ of said Section 1; thence North 23° 05' 30" East, 700.09 feet; thence on a spiral curve left (the long chord of which bears North 20° 35' 30" East) 500 feet to Station 1028+80.35, said center line intersects the main track center line of the Mt. Hood Railroad Company at Station 1023+73.01, which Station equals Station 185+57.0 on the center line of said Railroad.

(Bearings used herein are based upon the Oregon Co-ordinate System, North Zone.)

The parcel of land to which this description applies contains 0.29 acre.

lw

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Salem, Oregon
August 8, 1961

Fikes Corner-Whiskey Creek Section
Mt. Hood Highway
Hood River County

Mr. Leonard I. Lindas

The State proposed to reconstruct a section of the Mt. Hood Righway knows as the Fikes Corner-Whiskey Creek Section. This reconstruction requires the replacement of two undercrossings of the Mt. Hood Highway known as the Whiskey Creek Undercrossing and the Van Horn Undercrossings. Applications for P.U.C. hearings on these crossings are being prepared in accordance with Mr. Merchant's letters to you dated July 25, 1961. We have conferred with officials of the Mt. Hood Railroad Company, of which Mr. J. F. Carpenter, Box 111, Baker, Oregon is the General Manager. I believe we are in complete agreement with the Company as to the easements, schedules of construction and other matters. It would be appreciated if you would prepare an agreement between the State and the Mt. Hood Railroad Company covering these two crossings of their railroad. The data is as follows:

Whiskey Creek Crossing:

There is now a timber structure carrying the Mt. Hood Railroad Company's tracks over the Mt. Hood Highway. The structure provides only a narrow roadway and is being completely rebuilt to provide additional clearance. The new structure is at the same location as the existing railroad bridge. The new structure will be built in accordance with plans and specifications prepared by the State and approved by the Mt. Hood Railroad Company. Specifically, the State will:

1. Prepare plans and specifications, award a contract and supervise construction.

2. Upon completion of the structure, the State will maintain the highway roadbed and surfacing, drainage facilities, highway slopes and all other highway facilities.

The Railroad should:

1. Provide such engineering, watchman and flagman services deemed necessary to protect its operations during the construction period, these costs to be reimbursed by the State in accordance with Bureau of Public Roads PPM 30-3.

2. Shall co-operate with State's contractor by removing rails and rail fittings and replacing same in accordance with schedule of operations shown in plans and specifications prepared by State and approved by Railroad Company. Railroad's cost to be reimbursed by State in accordance with PPM 30-3. The estimated Railroad costs for which they are to be reimbursed is given in Exhibit "A" attached hereto.

3. Upon completion of the project, the Railroad, at its own expense, shall maintain the structure, the tracks and all other railroad facilities.

The structure is to be rebuilt without interference to rail traffic. In order to do so, the Railroad Company has agreed to discontinue rail traffic for periods beginning at 1:00 p.m. on Friday and extending to 4:00 p.m. on Monday for weekends during May and June and for a period beginning July 20 and extending to September 1. At all other times, State must agree to have the railroad in operating conditions.

Van Horn Crossing:

Reconstruction of the highway will replace the present Van Horn Undercrossing by an overcrossing of the railroad at a different location. The new structure will be built in accordance with plans and specifications prepared by the State and approved by the Railroad Company. The division of work is as follows:

Things To Be Done By the State:

1. Prepare plans and specifications, award a contract and supervise the construction of the overcrossing and its approaches.

2. Upon completion of the construction, the State will maintain the highway roadbed surface, drainage facilities and slopes at its own cost.

Things to Be Done By Railroad:

1. Subject to reimbursement in accordance with Bureau of Public Roads PPM 30-3, the Railroad Company will provide such engineering, flagman and watchman services as are necessary to protect its operations during the construction period.

2. Upon completion of the project, the Railroad, at its own cost and expense will maintain its roadbed, tracks, drainage and all other railroad facilities.

Since this is a new structure at a new location, rail traffic will be carried over the existing structure during the construction period, and there will be no interference with rail traffic.

Easements:

The present undercrossing structures, both at Whiskey Creek and Van Horn, were built or modified under an order of the Public Service Commission dated in 1922. This is Public Service Commission Order No. 840, and I attach a copy which I obtained from the P.U.C. office. There seems to be no agreement between the Railroad Company and the State, nor was there any copy of the order in our files. From the findings as set forth in the order, it seems that the Whiskey Creek Undercrossing was a new structure on a new line in 1922, while the Van Horn Undercrossing was apparently built by the Railroad across a county road which we took over, prior to 1922.

Descriptions of the easements needed for the reconstruction of the Whiskey Creek Undercrossing and the construction of the new Van Horn Overcrossing have been prepared and have been approved by the Mt. Hood Railroad Company. I attach one copy of these descriptions bearing the approval of the Railroad Company, as an exhibit for the agreement. I also attach one copy of Drawing 1R-5-1517, Exhibit "B", dated August 1961, showing the encroachment at Whiskey Creek and one copy of Drawing 1R-5-1518, Exhibit "C", dated August 1961, showing the encroachment at the Van Horn Overcrossing. The Railroad is to grant these easements without cost to State.

The present highway across the railroad right of way is to be abandoned. The State should relinquish any rights it has to the Railroad. The Railroad can then replace the structure with embankment at its own cost and can take for itself any salvage. There is some question as to title but the County expects to abandon that portion of the old highway across the railroad right of way.

Insurance and Railroad Protection:

The provisions of Exhibit "D" attached hereto shall be made a part of State's contract with its contractor.

G. S. Paxson
Assistant State Highway Engineer

Attach.
cc Mr. I. D. Merchant
GSP:ae ms

EXHIBIT "A"

Railroad Reimbursable Costs

Engineering		$ 500.00
Watchman and Flagman		1,600.00
Track Work		
Labor	$950.00	
Materials	125.00	1,075.00
		$3,175.00

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AUG 4 1961
COMMISSIONERS
M. K. McIVER, CHAIRMAN
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GLENN L. JACKSON, MEMBER
MEDFORD
FRED W. GUENTHER, SECRETARY
SALEM
FOR FILING
6028

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

July 26, 1961

Mt. Hood Railroad Company
Baker
Oregon

Attention: Mr. J. F. Carpenter
General Manager

Gentlemen:

Re: Van Horn Overcrossing
Bridge No. 646A

Enclosed herewith please find two prints each of our Drawings No. 646A-A and 16733, the plan and elevation and vicinity map, respectively, for the proposed Van Horn Overcrossing on the Mt. Hood Highway. These drawings are the drawings that will be used in the Public Utilities Commission hearing for which the application is now being made.

Your attention is called to the clearance diagram on Drawing No. 646A-A which indicates the final clearances and an impaired vertical clearance, during the construction period, of 20'6".

The proposed structure does not eliminate any grade crossing, however, it will eliminate the necessity for the existing Van Horn Overcrossing built by your Company. No contribution of funds of the Railroad Company will be requested in the construction of this project, and you will be reimbursed for your necessary expenses according to PPM 30-3 as issued by the Bureau of Public Roads.

Upon the completion of the proposed highway and overcrossing structure the existing Van Horn overcrossing may be eliminated by a fill, and the road blocked at that point. As this overcrossing was built by your Company andmaintained by your Company, it will be your obligation to make this change.

Please examine the enclosed drawings and return one print of each of the drawings with your approval or comments noted.

Very truly yours,

Ivan D. Marchant
Bridge Engineer

IDM/mm
Enclosure
cc: Mr. Reid Johnson-w/ 1 print each drawing
Mr. G. S. Paxson

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JUL 27 1961
OFFICE OF
STATE HIGHWAY ENGINEER

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M. K. McIVER, CHAIRMAN
KENNETH N. FRIDLEY, MEMBER
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GLENN L. JACKSON, MEMBER
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FLOYD QUERY, SECRETARY
SALEM
FOR FILING
6028

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

July 26, 1961

Mt. Hood Railroad Company
Baker
Oregon

Attention: Mr. J. F. Carpenter
General Manager

Gentlemen:

Re: Whiskey Creek Undercrossing of
Mt. Hood Railroad
Mt. Hood Highway
Bridge No. 685 A

Enclosed please find two prints each of our Drawing Nos. 645A-B and 16732, the plan and elevation and vicinity map, respectively, for the proposed reconstruction of the Whiskey Creek Undercrossing on the Mt. Hood Highway. Prints of our Drawing No. 645A-A were sent you previously.

The enclosed drawings are the drawings that will be used in the Public Utilities Commission hearing which is now being applied for.

In talking to Mr. Reid Johnson by phone recently, I expressed a desire for the Railroad Company to furnish and place ties, rails, and fastenings on this structure. However, an examination of the plans leads me to believe that it would be better to have the contractor furnish and place the ties and to have your Company furnish and place only the rails and fastenings. If this meets with your approval, the Agreement will be written with that division of work.

Specifications for the construction will specify that reconstruction work must coincide with periods of time as designated in your letter of May 31.

This project is considered to be of no benefit to the Railroad, and no contribution of Railroad funds will be requested. The Railroad will be reimbursed for its necessary expenses as permitted by PPM 30-3, issued by the Bureau of Public Roads.

Please examine these prints and return one copy of each print to me with your approval or comments noted.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

RECEIVED
JUL 27 1961
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STATE HIGHWAY ENGINEER

IDM/xx
Enclosure
cc: Mr. Reid Johnson-w/ 1 each 645A-B and 16732
Mr. G. S. Paxson- att.

FORM E-20 50M 9-61 84397

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

July 25, 1961

SUBJECT: Whiskey Creek Undercrossing
of Mt. Hood Railroad
Bridge No. 645A

To:

Mr. Leonard Lindas
Chief Counsel
O F F I C E

Attention: Mr. Glen Serenson

The Highway Department has a reconstruction project on the Mt. Hood Highway known as the Fikes Corner-Whiskey Creek Section. This construction will require the reconstruction of an existing railroad undercrossing known as the Whiskey Creek Undercrossing.

I am enclosing 12 prints each of Drawing Nos. 645A-B and 16732, the plan and elevation and vicinity map, respectively, for the proposed structure.

The proposed structure is in the SE¼ of Sec. 1, T. 2 N., R. 10 E., W.M. The new highway center line intersects the existing railroad center line at Station "L" 1023+73.01 P.O.T. equals Railroad Station 185+57.00 P.O.C. There is an intersection angle of 54°37'30" from highway center line to the tangent to the railroad.

The existing railroad undercrossing to be replaced consists of five spans of timber construction. The proposed structure has four spans of treated timber trestle with a total length of 58'3", a 67'6" steel beam span over the highway, and four spans of treated timber trestle with a total length of 60'3" for a total length of 186'.

The existing track is on an ascending grade to the east with grades as follows:

Station 184-185	+2.45%
Station 185-186	+3.03%
Station 186-187	+2.89%

Drawing No. 645A-B indicates the cross section proposed for the overcrossing structure. The structure will carry a single-line track, and 3'6" sidewalks will be carried across the highway on the structure for the use of railroad personnel.

Horizontal clearances will be equal to or in excess of the minimum clearances.

NOTED
G. S. PAXSON

Attention: Mr. Glen Sorenson

The proposed structure is to replace an existing structure and is considered to be of no benefit to the railroad. The railroad will be reimbursed for all costs for which reimbursement is permitted under PPM30-3, with additions and supplements thereto.

During the construction, the State will do the following things:

1. Prepare plans, specifications, award a contract, and supervise the construction.

2. Upon the completion of the construction, the State will maintain the highway roadbed, drain ditches, and highway slopes.

The Railroad should:

1. Provide engineering, flagman, and watchman services to protect its operations during the construction period.

2. The Railroad should furnish and place rails and rail fastenings above the top of ties.

3. Upon the completion of the project, the Railroad at its own cost and expense, should maintain the structure, trackage, and all other railroad appurtenances.

The estimated highway traffic at this point, upon the completion of the project, is 1500 vehicles daily. There are an average of two train movements per day over the existing tracks.

Will you please prepare a petition for the Public Utilities Commission hearing for this project.

Ivan D. Merchant
Bridge Engineer

IDM/mm
Attached

cc: Mr. G. S. Paxson-w/ att.

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JUL 27 1961
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STATE HIGHWAY ENGINEER

MANAGEMENT
REAL ESTATE
INSURANCE
BONDS

PHILO H. ANDERSON
REGISTERED PROFESSIONAL ENGINEER
MINERAL SURVEYOR
BAKER, OREGON

MAPS & SURVEYS
INVESTIGATIONS
SUPERVISIONS
APPRAISALS

May 31, 1961

Oregon State Highway Dept.
Salem, Oregon

Attention - Mr. Ivan D. Morehant, Bridge Engineer

Re: Whiskey Creek under-crossing of Mt. Hood
Railroad Bridge No. 645 A

Gentlemen:

Mr. J. F. Carpenter, General Manager, was in Hood River when your letter of May 22, 1961 enclosing the preliminary plans was received.

After Mr. Carpenter returned to Baker, the undersigned had an interview with him. Mr. Carpenter and Reid Johnson had inspected the plans at Hood River.

Your preliminary plans and schedule of week-end construction are approved with the following exceptions:

1- Mt. Hood Railroad's steel bridges over Hood River near the power plant and over the East Fork above Dee, Oregon will support E70 loading. We believe it would be inconsistent to build a new structure of less capacity.

2- The schedule of construction during week-ends is approved, if it is done before or between the fruit seasons. The cherry season runs from July 1 to about July 20. The apples, pears, etc. starts September 1. The work should be done before July 1st or between about July 20th and Sept. 1st.

When the present structure was designed the company had smaller locomotives. When it got a heavier steam locomotive, the undersigned had two extra stringers installed. The depth of the stringers could not be increased because of impaired clearances beneath the bridge without increasing the grade on the up hill haul. Eight stringers pretty well fill the trunk too. Since that time, the company has changed to diesel-electric power, first to 100 tons, all on drivers; later to 240 tons, or 60,000 lbs. per axle. The next locomotive will be heavier! 420

Because of the slow speed and frequent inspection, the bridge has been maintained without further change in anticipation of the expected highway improvement.

The enclosed sheet indicates the spacing of the axle loads.

Very truly yours,

Philo H. Anderson, Ch. Engr.
Mt. Hood Railroad

cc - J. F. Carpenter, Baker, Ore.
Reid Johnson, Hood River, Ore.

PHAslm

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AUG 4 1961
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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 25, 1961

To:

SUBJECT: Van Horn Overcrossing
Bridge No. 646A

Mr. Leonard I. Lindas
Chief Counsel
O F F I C E

Attention: Mr. Glen Sorenson

The Highway Department has a reconstruction project on the Mt. Hood Highway known as the Fikes Corner-Whiskey Creek Section. This construction will require the construction of an overcrossing structure to replace the existing Van Horn Overcrossing, and on new alignment.

I am enclosing 12 prints each of Drawing Nos. 646A-A and 16733, the plan and elevation and vicinity map, respectively, for the proposed structure.

The proposed structure is in the NE¼ of Sec. 24, T. 2 N., R. 10E., W.M. The highway center line intersects the existing railroad at Highway Station 902+12.98 P.O.S. equals Railroad Station 317+47.4 P.T. The structure will have a total length of 141', and spans of 43'-55', and 43', A 30' roadway between curb faces will be provided,with no sidewalks. The structure will be of reinforced concrete deck girder construction, and will provide clearances as indicated in Section AA of Drawing No. 646A-A. All clearances will be in excess of minimum Public Utilities Commission clearances except that during construction it will be necessary to impair the vertical clearance to 20'6". The structure is on a 1200' vertical curve with an ascending tangent grade from the south of 3.45%, and a descending tangent grade from the north of 0.78%.

The proposed structure is on a realignment of the Mt. Hood Highway and is to replace an existing overcrossing structure owned by the Mt. Hood Railroad. The existing road may be closed upon the completion of the new section, and the existing structure replaced by fill. This work is to be done at the sole expense of the Mt. Hood Railroad Company.

The proposed structure is considered to be of no benefit to the Railroad, and no contribution of funds of the Railroad will be requested. The Railroad will be reimbursed for those expenses which are reimbursable under PPM30-3 with additions and amendments thereto.

During the construction, the State will prepare plans, specifications, award a contract, and supervise construction, and upon the completion of the project, will maintain the structure and all highway appurtenances.

The Railroad should:

1. Provide engineering, watchman, and flagman services to protect its operations duringthe construction period, and upon the completion of the construction should maintain the railroad trackage and other railroad appurtenances at its own cost.

At the proposed crossing there are two railroad train movements per day, and an estimated 1300 cars per day upon the highway.

Will you please prepare a petition for the Public Utilities Commission hearing for this project.

Ivan D. Merchant
Bridge Engineer

IDM/mm
Attached

cc: Mr. G. S. Paxson-w/ att.

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JUL 27 1961
OFFICE OF
STATE HIGHWAY ENGINEER

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Salem, Oregon
July 10, 1961

W. T. Wright
Right of Way Engineer
O F F I C E

B.P.R. approval has been obtained effective, 7-5-61, on the Fikes Corner - Whiskey Creek Right of Way Project.

R. L. Porter
Office Engineer

RLP:bm

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JUN 13 1961
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June 15, 1961

Mr. Jonel C. Hill
Public Utility Commissioner
Public Service Building
Salem, Oregon

Attention: Mr. Jaqua

Dear Sir:

I return herewith your File No. P-1013 covering the Public Service Commission's order on the Whiskey Creek and Van Horn undercrossings of the Mt. Hood Railroad Company's tracks by the Mt. Hood Highway in Hood River County. You will note that this order covers both the Whiskey Creek and the Van Horn undercrossings.

I wish to thank you for loaning me your file on this matter.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. S. Pierson
Assistant State Highway Engineer

Attach.

CSP:ss

cc to: Mr. W. C. Williams

BEFORE THE PUBLIC SERVICE COMMISSION OF OREGON.

In the matter of the application of the Oregon State Highway Commission for an order permitting and authorizing under grade crossings for the State highway beneath the tracks of the Mt. Hood Railroad Company in Hood River County, Oregon.	:	P-1013

O R D E R

On the 24th day of December, 1921, there was filed with this Commission by the Oregon State Highway Commission an application for authority to construct an under grade crossing at Mt. Hood Railway Station No. 185 plus 56, at a point approximately 674 feet westerly from the north end of railroad bridge over Whiskey Creek in the south east quarter of Section 1 of Township 2 North Range 10 East, and revise and reconstruct undergrade crossing commonly known as the Van Horn Crossing, located at Highway Station No. 893, in the northeast quarter of Section 24, Township 2 North of Range 10 East.

No Answer was filed to said application.

After statutory notice of time place of hearing the above entitled matter came on for hearing before the Public Service Commission on the 12th day of May, 1922, at the Court House, Hood River, Oregon, at the hour of one o'clock. Testimony was taken and the matter submitted on the record .

PRESENT: Fred A. Williams, Chairman

H. H. Corey, Commissioner.

APPEARANCES; For applicant, Oregon State Highway Commission:

I. H. Van Winkle, Attorney General:

[illegible]. Gilfield, Attorney.

Mt. Hood Railroad Company:

By: John A. Dewitt, General Manager

County Court of Hood River County:

By: T. A. Rasbrook, County Judge.

S T A T E M E N T

This matter is before the Commission on the application of the Oregon State Highway Commission for an order authorizing the construction and revision of the crossings of the Mt. Hood Loop Highway with the tracks of the Mt. Hood Railroad Company hereinabove described on the grounds of public necessity and convenience, and for the apportionment of the costs of said construction and revision.

The Mt. Hood Railroad extends from Hood River, Oregon, in a southerly direction to Parkdale, Oregon, and the Mt. Hood Loop Highway extends from Hood River, Oregon, in a southerly direction towards Mt. Hood.

From a perusal of the record herein and the investigations of the Commission it would appear that the construction and revision of said crossings would not eliminate any grade crossings nor add to the material benefit of the Mt. Hood Railroad Company. At the time of the hearing there was a tacit understanding between representatives of the Highway Commission and the Railroad Company

that the Railroad Company would transport free of charge all structural materials and supplies necessary to be used in the actual construction and alteration of said crossings ~~in the construction and alteration of said crossings~~

Based on the foregoing statement and the entire record herein the Commission makes its findings, as follows:

F I N D I N G S

1. That the right and authority should be given to the Oregon State Highway Commission to construct an undergrade crossing of the Mt. Hood Loop Highway with the Mt. Hood Railroad track at Mt. Hood Railway Station No. 185 plus 56, at a point approximately 674 feet westerly from the north end of railroad bridge over Whiskey Creek in the Southeast quarter of Section 1 of Township 2 North of Range 10 East, and to alter and revise under grade crossing commonly know as the Van Horn Crossing, located at Highway Station No. 893, in the northeast quarter of Section 24, Township 2 North of Range 10 East ;

2. That the cost of said construction, alteration, repair and revision should be borne by the Oregon State Highway Commission;

3. That all work done directly on, over or under the railroad tracks shall be done in accordance with the standards of good railroad construction practices, and with the cooperation of the Railroad Company; and the record herein

Based on the foregoing findings, the Commission makes its order as follows:

O R D E R

IT IS HEREBY ORDERED, that the Oregon State Highway

be and ~~they~~ hereby ~~are~~ authorized to construct an undergrade crossing of the Mt. Hood Loop Highway with the Mt. Hood Railroad track at Mt. Hood Railroad Station No. 185 plus 56, at a point approximately 674 feet westerly from the north end of railroad bridge over Whiskey Creek in the southeast quarter of Section 1 of Township 2 North of Range 10 East, and

IT IS FURTHER ORDERED that said Oregon State Highway Commission be and they are hereby authorized to make necessary alterations, changes and revisions of under grade crossing commonly known as the Van Horn Crossing, located at Highway Station No. 893, in the northeast quarter of Section 24, Township 2 North of Range 10 East, in order that said crossing may conform to the standards of the Highway Commission; and

IT IS FURTHER ORDERED that all work done on, over or under said railroad track at said points shall be done in a good and workmanlike manner in accordance with the standards of good railroad construction, providing for proper vertical and horizontal clearances as prescribed in P. S.C. Or No. 99, with the co-operation of the Railroad Company, at the sole expense of the Oregon State Highway Commission, and that all necessary safeguards and precautions shall be taken for the protection of the public both on the highway and the railroad, with the least possible interruption of railway traffic and IT IS SO ORDERED.

PUBLIC SERVICE COMMISSION OF OREGON

By

ATTEST:

RECEIVED
JUN 15 1961
FOR FILING

5-4-7.3
L-2124

June 14, 1961

Mr. J. W. Carpenter
General Manager
Mt. Hood Railroad Company
Baker, Oregon

Re: Pikes Corner-Whiskey Creek Section
Mt. Hood Highway
Hood River County

Dear Sir:

The State intends to reconstruct a section of the Mt. Hood Highway south of Hood River which will include both the Van Horn overcrossing of your Mt. Hood Railroad and the Whiskey Creek undercrossing of your Mt. Hood Railroad. We have no record in our files, nor is there any record in the Public Utility Commissioner's files, of any orders authorizing the existing crossings. In the reconstruction, however, it will be necessary that we obtain orders from the Public Utility Commissioner covering the new crossings, and also that we enter into an agreement with your company covering the easements across your right of way for our construction.

Van Horn Overcrossing: I enclose herewith two prints from our Drawing 16706 which shows the location of the proposed overcrossing and the area which will be needed for construction. I enclose a description of the property over which we require easement, which is Parcel No. 1 on the enclosed descriptions.

Whiskey Creek Undercrossing: I enclose herewith two prints from our Drawing 16700, which is a map for the Whiskey Creek undercrossing of your tracks and which shows the area over which we require an easement. There is considerable question as to whether your ownership extends across the existing county road, and I suppose that this will depend upon whether the railroad right of way was acquired prior to the establishment of the county road. The description which I attach shows the entire area, and I propose to leave it that way, as you would then only grant easement over such property as you actually own.

We will be making application to the Public Utility Commissioner within the next two weeks for the orders directing the work, and, in the meantime, we would like to proceed with the preparation of the agreement between your company and the State covering the granting of easement and the reimbursement of your company for all costs which you might incur in connection with the project.

I would appreciate advice from you as to approval of the easement areas and approval of the descriptions which we are sending.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

cc to: Mr. W. C. Williams
Mr. Tom Edwards
Mr. Ivan Merchant
Mr. Walter T. Wright

DESCRIPTION ONLY

Mt. Hood Railroad Company

Fikes Corner-Whiskey Creek Section

Hood River County

File No. 33461
HRS 5-26-61
8B-22-13

Mt. Hood Highway

Easements

PARCEL NO. 1 A permanent easement for structure, slopes and drainage, over or on the following described parcel, to-wit:

A parcel of land lying in the NW¼NW¼NE¼ of Section 24, Township 2 North, Range 10 East, W.M., Hood River County, Oregon, and being a portion of that property described in that deed to Mt. Hood Railroad Company, recorded in Book 39, Page 619, of Hood River County Records of Deeds; the said parcel being that portion of said property included in a strip of land variable in width, lying on each side of the center line of the Mt. Hood Highway as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 899+34.53, said Station being 575.23 feet South and 220.62 feet West of the North quarter corner of said Section 24; thence on a spiral curve left (the long chord of which bears North 12° 19' 30" West) 400 feet; thence North 13° 39' 30" West, 26.67 feet; thence on a spiral curve right (the long chord of which bears North 12° 19' 30" West) 400 feet to Station 907+61.20, said center line intersects the center line of the main track of said Railroad at Station 902+12.98, which Station equals Station 317+47.4 on said main track center line.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on Westerly Side of Center Line	Width on Easterly Side of Center Line
899+34.53		902+00	90	100
902+00		902+50	90 in a straight line to 115	100
902+50		905+00	115	100

(Bearings used herein are based upon the Oregon Co-ordinate System, North Zone.)

The parcel of land to which this description applies contains 0.45 acre.

PARCEL NO. 2 A permanent easement for structure and slopes, over or on the following described parcel, to-wit:

A parcel of land lying in the NW¼SE¼SE¼ of Section 1, Township 2 North, Range 10 East, W.M., Hood River County, Oregon, and being a portion of that property described in that certain deed to Mt. Hood Railroad Company, recorded in Book 39, Page 620 of Hood River County Records of Deeds; the said parcel being that portion of said property included in a strip of land 170 feet in width, 85 feet on each side of the center line of the Mt. Hood Highway as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 1016+80.26, said Station being 2240.36 feet South and 130.78 feet East of the Northwest corner of the NE¼SE¼ of said Section 1; thence North 23° 05' 30" East, 700.09 feet; thence on a spiral curve left (the long chord of which bears North 20° 35' 30" East) 500 feet to Station 1028+80.35, said center line intersects the main track center line of the Mt. Hood Railroad Company at Station 1023+73.01, which Station equals Station 185+57.0 on the center line of said Railroad.

(Bearings used herein are based upon the Oregon Co-ordinate System, North Zone.)

The parcel of land to which this description applies contains 0.29 acre.

lw4)

RECEIVED
MAY 26 1961
FOR FILING
S-473(E)
6021

May 25, 1961

Oregon State Highway Commission

Gentlemen:

Our survey on the Fikes Corner-Hood River Section of the Mt. Hood Highway has been completed. A public hearing on this section was not required.

You have approved $1,065,000 in Programs 6 and 7 for right of way and construction on the Parkdale-Hood River Section of this highway. It is our plan to construct initially the Fikes Corner-Whiskey Creek unit of the Fikes Corner-Hood River Section. The estimated cost of construction on the Fikes Corner-Whiskey Creek Unit is $535,000 and right-of-way cost is estimated at approximately $70,000.

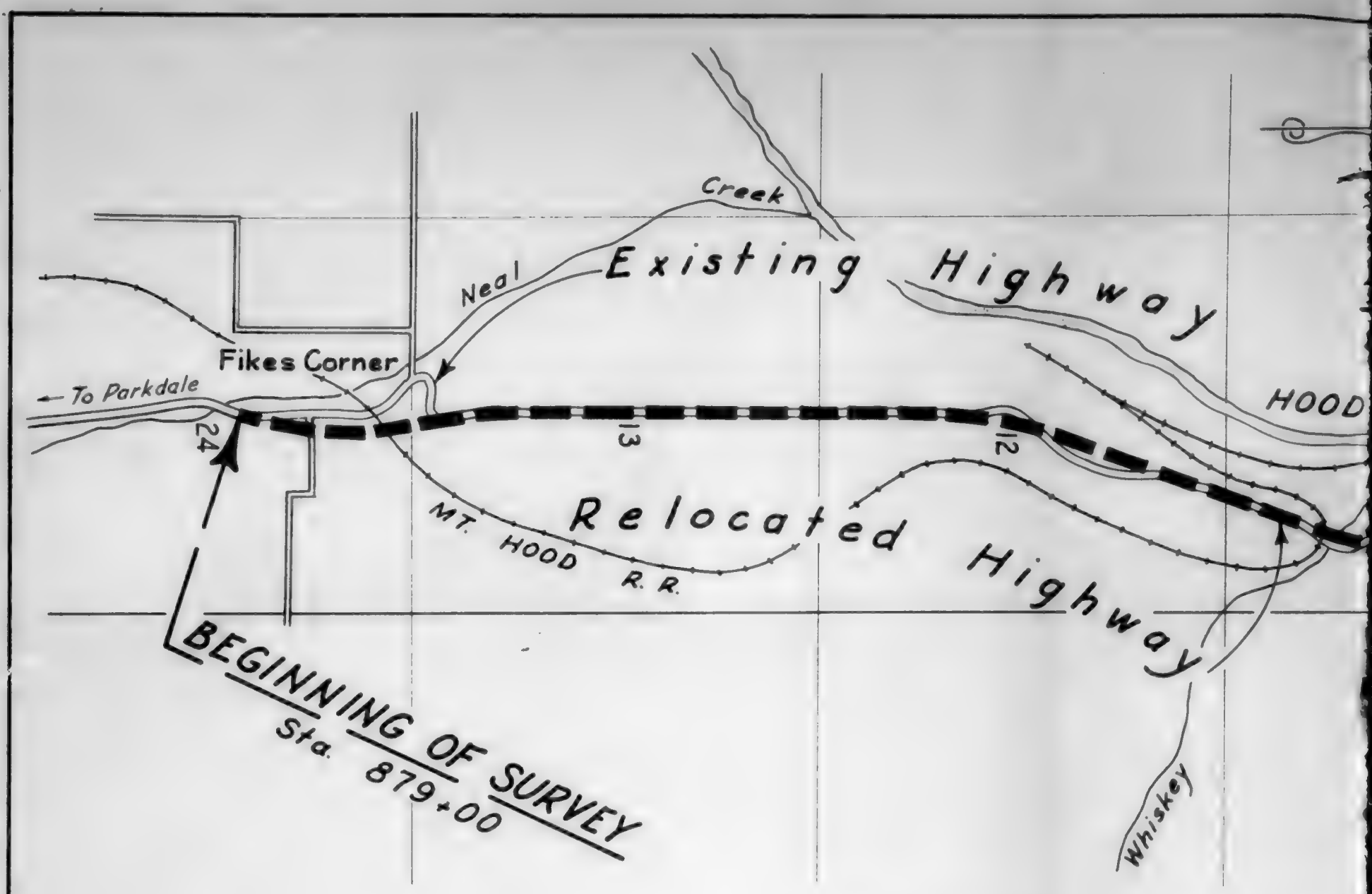
The length of this section is 4.81 miles and the length of the initial construction is 2.86 miles. I am attaching a map for your information. I would recommend your approval of the survey and authority to purchase the necessary rights of way.

This matter will be on the agenda for your consideration.

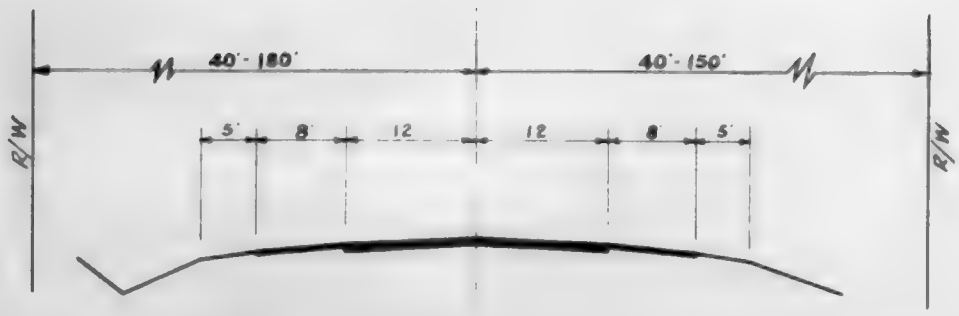
Very truly yours,

W. C. Williams
State Highway Engineer

Attach.
cc Mr. Tom Edwards
Mr. W. T. Wright
DJB:jk ms



TYPICAL SECTION



Climbing lane to be constructed where necessary.

Public Hearing _____ None Required

System Action

County _____ None Required.

State Highway Commission None Requi

Bureau of Public Roads None Requi

Throughway Resolution Adopted Required

Access Control _____ Limited Locatio

APPROVED

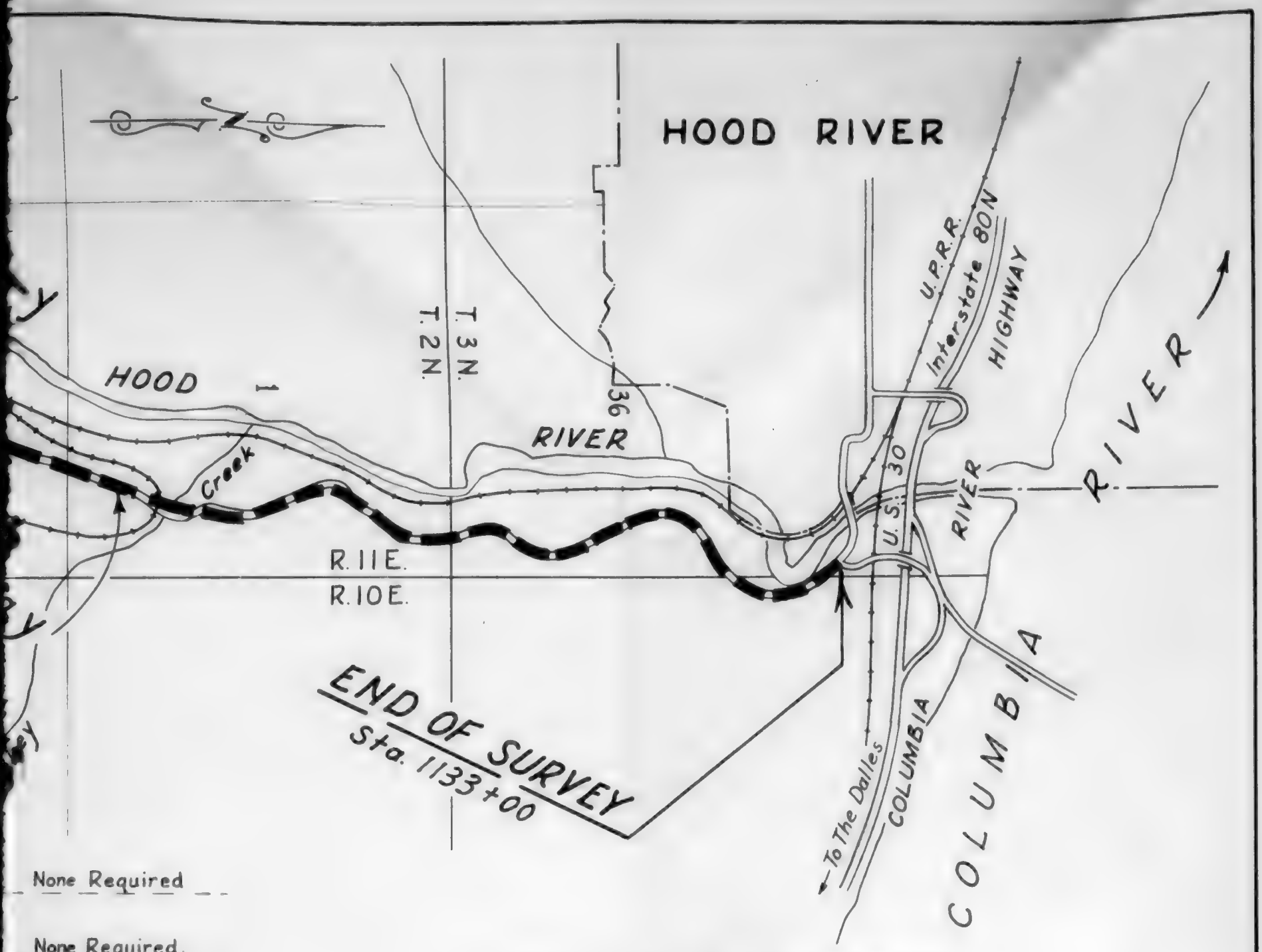
DEPUTY STATE HIGHWAY ENGINEER

MAY 25 1961

DATE

4.81 M.

1R-5-1496



None Required

None Required

mission None Required

ads None Required

opted Required

Limited Location

VED

GINEER

OREGON STATE HIGHWAY DEPARTMENT

Survey Approval Map

FIKES CORNER - HOOD RIVER SECTION

MT. HOOD HIGHWAY

HOOD RIVER COUNTY

Scale 1" = 2000' May, 1961

DRG. NO. IR-5-1496

For Details See Drg. No. 8B-22-13, May, 1961.

FORM B-90 REV 8-61 34307

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 24,1961

SUBJECT: Survey Approval
Fikes Corner-Hood River Section
Mt. Hood Highway

To:
Mr. Forrest Cooper
Deputy State Highway Engineer
B U I L D I N G

Attached are 11 prints of the above named survey approval map along with a suggested letter to the Commission.

Tom Edwards
Construction Engineer

By

D. J. Barbee
Asst. Construction Engineer

DJB:jk

Attachment

FORREST COOPER

U-157(12) 8th St.-Boyd St. (Medford) 1962
Sec., Pacific Hwy.
#6029

9

RECEIVED
AUG 3 1962
FOR FILING

August 3, 1962

Hartford Accident & Indemnity Co.,
Pacific Department
720 California Street
San Francisco, California

Gentlemen:

Your company appears as surety on the performance bond furnished with our contract #6029, awarded to Hughes & Dodd Co., for grading-paving the 9th St.-Boyd St. Section (Medford) of Pacific Highway in Jackson County.

This contract was completed on June 13, 1962, but has not as yet been accepted by the Commission. Final payment in the amount of $2,002 67 will be released to the contractor after acceptance by the Commission. The total contract amount is $66,980.90, of which amount $225.17 represents force account items.

No claims for labor or materials have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Hartford Accident & Indemnity Co.,
Fred Gatter, Insurance
P. O. Box 491
Medford, Oregon

cc: Hughes & Dodd Co.,
P. O. Box 246
Medford
Oregon

RECEIVED
JUL 12 1962
FOR FILING

6029

July 12, 1962

Hartford Accident & Indemnity Co.,
Pacific Department
720 California Street
San Francisco, California

Gentlemen:

Your company appears as surety on the performance bond furnished with our contract #6029, awarded to Hughes & Dodd Co., for grading-paving the 9th St.-Boyd St. Section (Medford) on Pacific Highway in Jackson County.

Semi-final payment in the amount of $4,907.88 will be released to the contractor on or after July 19, 1962. The retained percentage is $2,002.67.

No claims for labor or materials have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Hartford Accident & Indemnity Co.,
Fred Gatter, Insurance
P. O. Box 491
Medford, Oregon

cc: Hughes & Dodd Co.,
P. O. Box 246
Medford
Oregon

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 6, 1962

Section 9th St.-Boyd St.(Medford)

Highway Pacific(Northbound) County Jackson

Contractor Hughes & Dodd Co.

Date of contract February 6, 1962

Date work started January 28, 1962

Project authorization $85,058.88

Exclusive of engineering $79,144.12

Kind of work Grading & Paving

Section prefix 15-1092

Contract number 6029

Specified work days 60

Work days used 59

Per cent of time elapsed 98 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 70,127.88

Estimated per cent ~~overrun~~ or underrun . . . . . 11.4 %

Per cent of contract completed, based on estimated cost . . . . . 100 %

Engineering authorization . . . . $ 6,058.88

Engineering cost to date $ 9,173.44, 151 %

Date project was completed June 13, 1962

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100%	100%	100%	—	100%	100%	100%

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

No Activity this week

Semi-Final Estimate mailed to Division Office July 3, 1962

This will be the final Weekly Report.

NOTED
R. L. PORTER

Noted
M. N. Jl.6

NOTED

CONSTRUCTION DIVISION
RECEIVED
JUL 9 1962
NOTED

Signed H. H. Robertson

Address PO Box 1106 - Medford, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	.640	.640			.640
Miles partially completed	–	–			–
Miles completed	.640	.640			.640
Total estimated quantities (contract)	3,660 cy	4,844 cy			2,900 tons
Total quantities corrected to date	3,485.7 cy	3,713 cy			2,525.83 tons
Estimated quantities moved or placed to date	3,485.7 cy	3,713 cy			2,525.83 tons
Average daily quantities	–	–			–
Average daily quantities necessary to complete project on time	–	–			–
Number shifts per day	–	–			–
Hours per shift	–	–			–
Average force on project for week	–	–			–
Men					
Supervision					
Men and trucks under 3 tons					
Men and trucks over 3 tons					
Men and tractors					

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Compaction rollers .....

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Warm		
Tuesday	Warm		
Wednesday	Warm		
Thursday	Warm		
Friday	Warm		
Saturday			

Clearing 100%
Grading 100%
Surfacing 100%
Paving 100%

RECEIVED
JUN 27 1962
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

6029

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

June 26, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Concrete Test Results
9th St.-Boyd St. Section (Medford)
Pacific Highway
Project No. U-157(12)

Dear Mr. Parsons:

As requested by Mr. Nichols of your office, we have investigated the circumstances which led to the failure of the concrete to meet specifications for compressive strength on this project. We have determined that some of the cylinders cast were not properly cast or cured, and that they were moved from the casting site to another location about 4 or 5 hours after casting.

Since all subsequent cylinders cast on this project showed acceptable material, it is believed that the improper casting and handling of these cylinders caused the poor tests. The State's inspector has been instructed in the proper procedures to follow, and we believe that the later tests show more nearly representative test results.

A copy of our Resident Engineer's report is attached.

Very truly yours,

F. D. Morgan
Construction Engineer

By
F. B. Klaboe
Assistant Construction Engineer

CHH:bjh
Attachment
cc: R. L. Porter
G. W. Harra
L. R. Chandler

RECEIVED
JUN 28 1962
OFFICE OF
CHIEF ENGINEER

NOTED
R. L. PORTER

RECEIVED
JUN 13 1962
FOR FILING
1-7(12)
6039

June 13, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering A.C. paving around vertical edges of driveways on the 9th St.-Boyd St. (Medford) Section of the Pacific (northbound) Highway in Jackson County, Contract No. 6039, in connection with Federal-Aid Project No. U-157(12).

Driveways have been constructed with concrete, under Price Agreement No. 2, to conform to the City policy. This has resulted in vertical drop-offs at the ends of the driveways and requires special hand work in placing asphaltic concrete to meet existing grades.

This work has been verbally recommended for approval by the BPR Area Engineer.

Very truly yours,

Forrest Cooper
State Highway Engineer

By J. A-H.

L. H. Young
Office Engineer

DBP:bb

Enc.

Form Approved; Budget Bureau No. 41-R2089

FINAL VOUCHER TRANSACTION NO.	FORM PR-2 (REV. 8-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE: Oregon
PROJECT REPORT NO. 6	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)* 4-13-62	COUNTY: Jackson
		PROJECT NO. U-157(12)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

US 99 9th St. to Boyd St. (Medford)

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	12-26-61	0.6
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 83,749.00	$ 52,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By _____
ASSISTANT State Highway Engineer
(Title)

By _____
(Title)

By _____
(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By _____ C. G. Polk
(Division Engineer)

By: L. R. Backlund
Acting Administrative Manager

Date executed by Division Engineer April 13, 1962

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

April 12,1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement signed by a Highway official for the 9th Street-Boyd Street (Medford)Section, Project No. U-157(12).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:mmb

February 16, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the 9th Street-Boyd Street (Medford) Section, Project No. U-157(12).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:lt

Oregon State Highway Department

Federal Aid
Project No. I-157(12)

SIX STREET-BOSS STREET (MAIN RD) SECTION OF

THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 16, 1962

Type Code (620)
Roadway (Sta. 99+40 to Sta. 133+45.28) (Contract 6082)

Clearing and Grubbing	All Required			$ 2,500.00
Removal of Concrete and Masonry	All Required			2,500.00
Drainage Excavation, Unclassified	390 cu. yds.	$	3.00	1,170.00
General Excavation, Unclassified	3,660 cu. yds.		1.00	3,660.00
8-inch Sewer Pipe	460 lin. ft.		1.90	874.00
12-inch Sewer Pipe	510 lin. ft.		2.60	1,326.00
15-inch Sewer Pipe	730 lin. ft.		3.25	2,372.50
18-inch Sewer Pipe	100 lin. ft.		4.50	450.00
Extra for Pipe under Pavement	430 lin. ft.		2.50	1,075.00
Concrete Inlets, Type CG	25 only		80.00	2,000.00
Concrete Inlets, Type CG-1	2 only		95.00	190.00
Concrete Manholes	1 only		275.00	275.00
Adjustment of Manholes	6 only		55.00	330.00
Adjustment of Junction Boxes	1 only		60.00	60.00
Concrete Curbs	120 cu. yds.		41.00	4,920.00
Concrete Walks	34 sq. yds.		6.00	204.00
Concrete Driveways	700 sq. yds.		5.00	3,500.00
Course Crushed Material in Base	4,240 cu. yds.		3.25	13,780.00
3/4" - 0 Material in Base	550 cu. yds.		3.25	1,787.50
Sprinkling	110 M gal.		2.50	275.00
Preparation of Base	0.64 mi.		1,000.00	640.00
3/4" - 0 Material in Binder Course	54 cu. yds.		5.50	297.00
RC-800 Asphalt	8 tons		70.00	560.00
Class "B" Asphaltic Concrete	2,900 tons		7.85	22,765.00
Extra for Paving Approaches	50 only		25.00	1,250.00
Traffic Signal Revision Complete	All Required			1,575.00
				$ 70,336.00
Flagging (57½ of Contractor's Cost)	All Required			$ 1,500.00
Signing (Temporary)	All Required			500.00
				$ 2,000.00

Utility Work

Work by City of Medford	All Required	$ 3,800.00
	Subtotal	$ 76,136.00
	10% Engr. & Cont.	7,613.00
	Total	$ 83,749.00

Length of Roadway	0.637 Mile
Cost of Roadway Per Mile.	$131,474.09

Federal Funds	$ 52,000.00
State Funds	10,812.00
City Funds (25%).	20,937.00
	$ 83,749.00

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1933; Chap. 329, laws 1939.

State Funds for Maint: Chap. 329, laws 1939.

7TH STREET-BOYD STREET (WIDENED) SECTION

PROJECT NO. F-157(12)

Estimated cost of work by the City of Hanford

Moving Fire Hydrants

Labor	$ 774.90
Materials.	430.68
Equipment.	220.90

Moving Meters, Etc.

Labor	$1,262.40
Materials.	928.76
Equipment.	675.57
	$2,866.73

Say $3,800.00

Oregon State Highway Department

Federal Aid
Project No. U-157(12)

9TH STREET-BOYD STREET (MEDFORD) SECTION OF

THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications, Not as a basis for project agreement.)

Salem, Oregon, October 23, 1961

Type Code 6201
Roadway (Sta. 99+80 to Sta. 133+45.28)

Clearing and Grubbing	All Required		$ 1,500.00
Removal of Concrete and Masonry	All Required		2,500.00
Drainage Excavation, Unclassified	390 cu.yds.	$ 3.00	1,170.00
General Excavation, Unclassified	3,660 cu.yds.	1.50	5,490.00
8-inch Sewer Pipe	460 lin.ft.	2.25	1,035.00
12-inch Sewer Pipe	510 lin.ft.	2.50	1,275.00
15-inch Sewer Pipe	730 lin.ft.	3.75	2,737.50
18-inch Sewer Pipe	100 lin.ft.	4.50	450.00
Extra for Pipe Under Pavement	430 lin.ft.	3.00	1,290.00
Concrete Inlets, Type CG	25 only	100.00	2,500.00
Concrete Inlets, Type CG-1	2 only	100.00	200.00
Concrete Manholes	1 only	250.00	250.00
Adjustment of Manholes	6 only	50.00	300.00
Adjustment of Junction Boxes	1 only	25.00	25.00
Concrete Curbs	120 cu.yds.	40.00	4,800.00
Concrete Walks	34 sq.yds.	5.00	170.00
Concrete Driveways	700 sq.yds.	5.50	3,850.00
Coarse Crushed Material in Base	4,240 cu.yds.	3.00	12,720.00
3/4" - 0 Material in Base	550 cu.yds.	3.25	1,787.50
Sprinkling	110 M-gals.	3.00	330.00
Preparation of Base	0.64 miles	400.00	256.00
3/4" - 0 Material in Binder Course	54 cu.yds.	5.00	270.00
MC-3 Asphalt	8 tons	75.00	600.00
Class "B" Asphaltic Concrete	2,900 tons	8.00	23,200.00
Extra for Paving Approaches	50 only	50.00	2,500.00
Traffic Signal Revision, Complete	All Required		1,600.00
			$72,806.00
Flagging (57½% of Contractor's Cost)	All Required		$ 1,500.00
Signing (Temporary)	All Required		500.00
			$ 2,000.00
Utility Work			
Work by City of Medford	All Required		$ 3,100.00
	Subtotal		$77,906.00
	10% Engr. & Cont.		7,790.00
	Total		$85,696.00

Length of Roadway . . . . . 0.637 mile

Cost of Roadway per mile $134,530.61

Federal Funds	$53,000.00
State Funds	11,272.00
City Funds	21,424.00
	$85,696.00

Oregon State Highway Department

Federal Aid
Project No. U-157(12)

9th STREET-BOYD STREET (MEDFORD) SECTION

OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, November 30, 1961

Type Code 6201
Roadway (Sta. 99+80 to Sta. 133+45.28)

Clearing and Grubbing	All Required			$ 1,500.00
Removal of Concrete and Masonry	All Required			2,500.00
Drainage Excavation, Unclassified	390	cu.yds.	$ 3.00	1,170.00
General Excavation, Unclassified	3,660	cu.yds.	1.50	5,490.00
8-inch Sewer Pipe	460	lin.ft.	2.25	1,035.00
12-inch Sewer Pipe	510	lin.ft.	2.50	1,275.00
15-inch Sewer Pipe	730	lin.ft.	3.75	2,737.50
18-inch Sewer Pipe	100	lin.ft.	4.50	450.00
Extra for Pipe Under Pavement	430	lin.ft.	3.00	1,290.00
Concrete Inlets, Type CG	25	only	100.00	2,500.00
Concrete Inlets, Type CG-1	2	only	100.00	200.00
Concrete Manholes	1	only	250.00	250.00
Adjustment of Manholes	6	only	50.00	300.00
Adjustment of Junction Boxes	1	only	25.00	25.00
Concrete Curbs	120	cu.yds.	40.00	4,800.00
Concrete Walks	34	sq.yds.	5.00	170.00
Concrete Driveways	700	sq.yds.	5.50	3,850.00
Coarse Crushed Material in Base	4,240	cu.yds.	3.00	12,720.00
3/4" - 0 Material in Base	550	cu.yds.	3.25	1,787.50
Sprinkling	110	M-gals.	3.00	330.00
Preparation of Base	0.64	mile	400.00	256.00
3/4" - 0 Material in Binder Course	54	cu.yds.	5.00	270.00
RC-800 Asphalt	8	tons	75.00	600.00
Class "B" Asphaltic Concrete	2,900	tons	8.00	23,200.00
Extra for Paving Approaches	50	only	50.00	2,500.00
Traffic Signal Revision Complete	All Required			1,600.00
				$72,806.00
Flagging (57½% of Contractor's Cost)	All Required			$ 1,500.00
Signing (Temporary)	All Required			500.00
				$ 2,000.00
Utility Work				
Work by City of Medford	All Required			$ 3,100.00
	Subtotal			$77,906.00
	10% Engr. & Cont.			7,790.00
	Total			$85,696.00

Length of Roadway - - - - - - - - - - - - 0.637 Mile
Cost of Roadway per Mile - - - - - - - $134,530.61

Federal Funds - - - - - - - - - - - -

RECEIVED
MAR 5 1962
FOR FILING

6029

March 5, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering directional signing on the 9th Street-Boyd Street (Medford) Section of the Pacific (Northbound) Highway in Jackson County, Contract No. 6029, in connection with Federal Aid Project No. U-157(12).

This work is necessary for the direction and guidance of traffic during construction. It does not include lights, warning signs and barricades required of the contractor for the safety of traffic and workmen. This is an anticipated item for this contract and was included in the P.S.& E. documents.

This work has been verbally recommended for approval by the BPR Area Engineer.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:lt
Enc.

RECEIVED
FEB 26 1962
FOR FILING

6159

February 26, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Price Agreement No. 1 covering the sawing of concrete sidewalk on the 9th St.-Boyd St. (Medford) Section of the Pacific (northbound) Highway in Jackson County, Contract No. 4029, in connection with Federal-Aid Project No. U-157(12).

The sidewalks are too close to permit the typical section as planned. It is necessary to remove a section of approximately 6 inches, which is outside of the concrete and masonry removal and is a lump sum bid. The contractor will remove the concrete under the concrete bid, but it is necessary to compensate him for the sawing. Justification of the agreement price as prepared by our Chief Cost Analyst is attached.

This work has been verbally approved by the BPR District and Highway Engineers.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. N. Young
Office Engineer

DBP:bb

Enc.

RECEIVED
FEB 19 1962
FOR FILING

February 19, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the 9th St.-Boyd St. (Medford) Section of the Pacific (Northbound) Highway in Jackson County, Contract No. 6023, in connection with Federal Aid Project No. U-157(12).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mmb
Enc.

RECEIVED
FORM E-123
FEB 15 1962

FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

6029

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

February 15, 1962

Hughes & Dodd Co.,
P. O. Box 246
Medford
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #6029, awarded February 6, 1962, for grading-paving the 9th St. -Boyd St. Section (Medford) on Pacific Highway in Jackson County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
FEB 9 1962
FOR FILING

6029

February 9, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was started on January 28, 1962, on Contract No. 6029, 9th St.-Boyd St. (Medford) Section, in Jackson County, in connection with Federal Aid Project No. U-157(12).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mmb

RECEIVED
FEB 9 1962
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

6029

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

February 8, 1962

Hughes & Dodd Co.,
P. O. Box 246
Medford
Oregon

Gentlemen:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission, as follows:

Contract #6029, awarded February 6, 1962, for grading-paving the 9th St. -Boyd St. (Medford) Section of Pacific Highway in Jackson County.

Please execute two of these copies as to contract and bond, and return both copies to this office for execution by the Highway Commission. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT SO IT WILL NOT BE NECESSARY TO RETURN THE FORMS TO YOU FOR CORRECTION.

The third copy of the contract, on the cover of which is stamped "ADVANCE COPY to be Retained by Contractor," is furnished for your information pending receipt of a copy containing the signatures of the State Highway Commission.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
FEB 21 1962
FOR FILING

6-29

February 6, 1962

Eugene J. Reed Company
P. O. Box 249
Medford, Oregon

Gentlemen:

The State Highway Commission on January 19, 1962 accepted your proposal for grading and paving on the 9th St.-Boyd Jct. (Medford) section of the Pacific Highway in Jackson County for the sum of $[illegible] and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled.

These conditions have now been satisfied and the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. The project has been assigned Contract No. 6729.

This letter confirms my wire to you of this date. Contract forms are now being prepared and will be mailed to you shortly for execution.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Pacific Builder & Engineer
Daily Journal of Commerce, Seattle
Daily Journal of Commerce, Portland

Frank Morgan
L. H. Young
R. G. Savage (SIAC)

NOTED
J. Mc C.

DOMESTIC SERVICE

Check the class of service desired; otherwise this message will be sent as a fast telegram

TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE

Check the class of service desired, otherwise the message will be sent at the full rate

FULL RATE	
LETTER TELEGRAM	
SHORE SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

CONFIRMATION

February 6, 1962
Salem, Oregon

Hughes & Dodd Company
2740 Crater Lake Highway
Medford, Oregon

Contract No. 6029 for 9th St.-Boyd St. (Medford) section of the Pacific Highway in Medford, Jackson County, for which you submitted low bid on January 17, 1962 awarded you today. Contract forms follow shortly.

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Accounting (5003-900) - Maison
General Files
Lee Gatlin

RECEIVED
FEB 8 1962

UNITED STATES GOVERNMENT

Memorandum

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. NE
Salem, Oregon

FOR FILING
6029

TO : Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: February 6, 1962

FROM : C. G. Polk, Division Engineer
08-35.1 Salem, Oregon

By: A. F. Bester
Acting Division Engineer

SUBJECT: Oregon Project U-157(12)

As requested in your letter of today advising that all rights-of-entry have been acquired for Oregon Project U-157(12), 9th St. - Boyd St. (Medford) Section of the Pacific Highway, we hereby concur, as of this date, in award of Contract No. 6029 to Hughes and Dodd Company, of Medford, Oregon, low bidder in ~~the~~ amount of $70,336.00, at the January 17, 1962 bid opening.

Distr:
1cc: Regional office
1cc: Washington office

RECEIVED
FEB 8 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 6 1962
FOR FILING

February 6, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for 9th St.--Boyd St. (Medford) Section of the Pacific Highway in Jackson County, Project U-157(12) to Hughes & Dodd Company, Medford, on the basis of the bid of $70,336.00 submitted on January 17, 1962.

All rights of entry required for this contract are acquired.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Tommy
Office Engineer

LHY:mmb
cc: Mr. R. L. Porter
Mr. Floyd Query

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for Grade - Bond St. (Medford) Location and Construction in Jackson County, Project U-157 (12), to Hughes & Dodd Co. Medford on the basis of the bid of $70336.00 submitted on Jan 17 1962.

All rights of entry required for this contract are acquired.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

cc Porter
Quarry

RECEIVED
FEB 6 1962
FOREST ENGR.
6029

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM
February 5, 1962

City of Medford
City Hall
Medford, Oregon

Attention: Mr. Vern Thorpe

Re: Water Line Adjustment
9th Street & Boyd Street
(Medford)
Pacific Highway
Project U-157(12)

Gentlemen:

Your estimate and sketch map for the adjustment of your water system on this project has been approved by the State and Bureau of Public Roads. You are hereby authorized to proceed with the work as of January 30, 1962.

Reimbursement for the work done subsequent to this date will be made under the terms of PPM 30-4.

Very truly yours,

F. D. Morgan
Construction Engineer

By C H Baker

C. H. Baker
Ass't. Field Construction Engineer

CHB:bjh

cc: G. S. Paxson ✓
R. L. Porter
L. H. Young
C. H. Maison
L. R. Chandler
W. W. Robertson
C. G. Polk

RECEIVED
FEB 8 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 30 1962
FOR FILING
CY-157(12)
[illegible]

January 30, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

9th St.-Boyd St. (Medford) Section
Pacific Highway, Jackson County
Project No. U-157(12)

Herewith are the following data covering adjustment of the City of Medford water system in connection with construction of the subject project:

1. Two copies of our Staff Attorney's letter confirming reimbursement in accordance with the State-City agreement and requesting the required data from the City.

2. Two copies of the estimate prepared by the City for adjusting the water system.

3. Two copies of the plan sheets with the water adjustments shown.

Copies of the agreement between the State and City of Medford covering the construction of the project have been submitted to the Bureau of Public Roads.

Your approval of the agreement and authorization to proceed with the water system adjustments as of this date under the provisions of PPM 30-4 are requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. M. Young
Office Engineer

DBP:bb

RECEIVED
1-19-62
FOR FILE
11-457(12)
Lot 27

January 19, 1962

Hughes & Dodd Company
P. O. Box 246
Medford, Oregon

Gentlemen:

The State Highway Commission on January 19, 1962 accepted your bid in the amount of $70,336.00 for grading and paving on the 9th Street-Boyd Street (Medford) Section of the Pacific Highway in Jackson County, which was the low bid received for that job on January 17, 1962.

The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

hl

cc: Frank Morgan
L. M. Young
R. G. Savage

RECEIVED
DEC 29 1961
FOR FILING

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

DATE: December 26, 1961

U-157(12)
6829 Clerk

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : C. G. Polk, Division Engineer
08-35.4-DB Salem, Oregon

SUBJECT: Oregon Project U-157(12)
9th St.-Boyd St. (Medford) Section
Pacific Highway (North Bound)

We have approved, as of this date, the P. S. and E. documents for the widening and paving of the above project.

This is to authorize your advertising for bids.

cc Young

RECEIVED
DEC 1961
DIV. 6
MAIL & FILE CENTER

NOTED
R. L. PORTER

RECEIVED
DEC 26 1961
FOR FILING

file

December 22, 1961

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
477 Cottage N.E.
Salem, Oregon

Dear Mr. Polk:

In connection with the State-City agreement covering construction of the 9th Street-Boyd Street (US99 Northbound) Section, Oregon Project No. U-157(12) in Medford, parking was restricted to "parallel only" on both sides of the street within the limits of the project.

Future parking and traffic regulations were not included in the executed agreement. This letter is to certify to the United States Bureau of Public Roads that any future changes in any of these parking regulations and traffic control measures, before they can be effected by the City, will have the prior approval of the Highway Commission and the Division Engineer of the United States Bureau of Public Roads.

Also, there are traffic signals to be revised in connection with this project. The signals are located at the intersection of 10th Street and Riverside Avenue and at the intersection of 12th Street and Riverside Avenue. The locations of these signals will be shown on the final construction plans which will be forwarded to you when they are completed by our design section. Any additional revision of these signals or installation of any new signals at a future date within the limits of this project will also have the prior approval of the Highway Commission and the Bureau of Public Roads before they can be effected by the City.

The City of Medford will be informed that the relocation of any City-owned utilities must be done in conformance with the regulations set forth in PPM 30-4 and that the City shall submit, to State, for approval, plans and an estimate of cost of any work to be performed by City in connection with this project. Copies of the plans and estimates, after they are received from the City, will be submitted to the Bureau of Public Roads for your approval before the

State will allow the City to proceed with any utility work.

It is hoped that this letter will clarify the points not covered in the agreement under the provisions of IH 21-10-60 and that the Bureau of Public Roads will approve the preliminary survey and engineering for this project.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Assistant State Highway Engineer

JDG:mm

cc: L. H. Young
H. S. Cox

MISC. CONTRACTS and AGREEMENTS No.

RECEIVED
JAN 16 1962
FOR FILING

Salem, Oregon
December 18, 1961

Agenda Item 3-g

Mr. H. S. Cox
City & County Relations Engineer
Office

Cooperative Construction Agreement
9th Street-Boyd Street (99 Northbound)
City of Medford

Attention: Mr. John D. Graham
County & City Relations Office Engineer

Attached is a conformed copy of a cooperative construction agreement with the City of Medford covering the 9th Street-Boyd Street Section of the Pacific Highway in the City of Medford.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City of Medford.

Secretary

rn
Attach: 1

FORM S-183-X 20M 6-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

AGENDA
DEC 8 1961
3g

November 21, 1961

Oregon State Highway Commission

Gentlemen:

There will be before you at the next Commission meeting a proposed agreement between the State and the City of Medford covering the improvement of South Riverside Avenue between Ninth Street and the junction with South Central Avenue. Under this agreement, the State will pay 75 per cent of the cost of the street work and the City 25 per cent, and the State and City will share equally in the installation of traffic signals. The City will operate and maintain the traffic signals after their installation. The project was approved at the Commission meeting January 27, 1961.

I recommend your approval and authorization for the Secretary to execute the agreement.

Very truly yours,

W. C. Williams
State Highway Engineer

By Forrest Cooper

Forrest Cooper
Deputy State Highway Engineer

1 copy sent to Springfield

F.2.

(A)
2 COPIES TO BE SIGNED
(by Secretary)

...TED
...YD QUEB...

E.R.

FORM E-30 50M 7-60 29995

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 10, 1961

To: Mr. G. S. Paxson
O F F I C E

SUBJECT: Cooperative Construction Agreement
9th Street-Boyd Street (99 Northbound)
City of Medford

Attached are three copies of an agreement covering the subject project. Two copies have been signed by the City and the project is now ready for approval by the Highway Commission and certification of the agreement by the Secretary. Both copies require your signature of approval.

The project was originally approved 1/27/61.

John D. Graham
County and City Relations Office Engineer

JDG:mm
Att.

cc: Victor D. Wolfe

RECEIVED
NOV 17 1961
STATE ... ENGINEER

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. N.E.
Salem, Oregon

TO: Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

DATE: November 8, 1961

FROM: C. C. Folk, Division Engineer
08-33.3 Salem, Oregon

By: M. E. Martin
Acting Division Engineer

SUBJECT: Oregon Federal-aid Urban Program

Items 121 through 123 of the above program were approved by our Regional office effective November 3, 1961.

This approval covers one HPS and two construction projects in Stage 2 involving work on 1.74 miles of the Oregon Federal-aid Primary System at an estimated cost of $1,749,000 with Federal funds requested in the amount of $1,048,964. The unprogrammed balance of Federal-aid Urban funds is $1,058,203 according to our records of this date. The approved program submission covers the following projects:

Item No.	Project No.	Location	Phase	TEC	FA Funds
121	HPS-1(-)	Statewide	HPS	$ 49,000	$ 28,964
122	U-157(12)	9th-Boyd St., Medford	Constr.	100,000	60,000
123	U-322(5)	Urban Expy.-Patterson St., W. Salem	Constr.	1,500,000	960,000

It is noted that the proposed width of 48' listed for Project U-157(12) provides for 12' parking lanes on this one-way facility. This width appears somewhat excessive and this design feature should be resolved at the PS&E stage.

copy to Porter
copy to Edwards

RETURNED TO
By Area Construction Engineer

CONSTRUCTION DIVISION
RECEIVED
NOV 10 1961
NOTED - CE MM ME OE

NOTED
R. L. PORTER

RECEIVED
MAR 3 - 1961
FOR FILING

1/27/61
4f-2

February 2, 1961

Mr. Robert A. Duff
City Manager of Medford
City Hall
Medford, Oregon

Dear Mr. Duff:

On December 7, 1960 you directed a letter to the State Highway Engineer concerning previous correspondence and discussions pertaining to the improvement of South Riverside Avenue in Medford from its intersection with South Central Avenue to 9th Street. The proposed improvement lies in the business district of Medford on the northbound one-way couplet of the present Pacific Highway.

This matter was given careful consideration. At the Highway Commission meeting on January 27, 1961 the project was presented by Mr. W. C. Williams, State Highway Engineer, who recommended widening the existing facility to 48 feet between curbs at an estimated cost of $126,000. The Commission approved the project with the understanding that the City will pay 25% of the cost. The Commission also approved an expenditure of an estimated additional $6,000 for signal revision, with the understanding that the cost is to be borne equally by the City and the State. The estimated total cost for the City of Medford is $34,500 and the State and Federal share $97,500.

An agreement covering the details of this project is being prepared and will be forwarded for the City's approval in the near future.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jme
cc: G. S. Paxson
Tom Edwards
Victor Wolfe
F. B. Crandall
C. G. Swenson

RECEIVED
STATE OF OREGON
DEPT. PUBLIC WORKS
MAR 16
ENGINEERING

December 14, 1960

Oregon State Highway Commission

Gentlemen:

The City of Medford has requested a co-operative project to widen South Riverside Avenue in the city of Medford from 9th Street to its intersection with South Central Avenue. The proposed section is in the business district of Medford and is the northbound one-way couplet of present Highway U.S.99W. It carries approximately 12,000 vehicles per day.

This improvement would consist of widening the existing facility to 48 feet between curbs at an estimated cost of $130,000, which would be prorated 75 per cent State and Federal-aid Urban and 25 per cent City. An estimated additional $6,000 for signal revision would be borne fifty-fifty by the City and the State. The City of Medford has agreed to contribute its share, or $34,500. The State and Federal share would be $97,500.

This undoubtedly is a worthy project, and I recommend your approval.

This will be on the agenda for your consideration at the January 27 meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

VDW:ms me

cc Mr. G. S. Paxson
Mr. Victor D. Wolfe

RECEIVED
DEC 14 1960
FOR FILE
4-127(3)
2029

Salem, Oregon
December 13, 1960

Improvement South Riverside Avenue,
City of Medford, between 9th Street
and South Central Avenue

Mr. Tom Edwards
Construction Engineer
BUILDING

Based upon preliminary cost estimates covering subject section, the City of Medford has requested that we proceed with the reconstruction of South Riverside Avenue to a 48-foot curb-to-curb section.

For your information, this will be 75-25 co-operative project.

Will you please take the necessary steps toward the consummation of this project.

Victor D. Wolfe
Administrative Assistant

VDWimm
cc: Forrest Cooper
C. O. Swenson

RECEIVED
DEC 14 1960
FOR FILING
4-157(12)
6037

Salem, Oregon
December 13, 1960

Agreement with City of Medford re Reconstruction of South Riverside Avenue between 9th Street and South Central Avenue

Mr. C. G. Swenson
County-City Relations Engineer
BUILDING

Attached are copies of Mr. Williams' letter adressed to Mr. Robert A. Duff, dated August 19, and Mr. Duff's reply, dated December 7.

Will you please prepare an agreement covering this project on a 75-25 basis. The survey has not yet been undertaken but I have requested Mr. Edwards to instigate same. This would imply that the agreement does not have to be completed immediately but, at the same time, I would prefer that the project not end up being delayed because of the agreement.

As soon as you have the agreement roughed out, I will be most happy to confer with you about it.

Victor D. Wolfe
Administrative Assistant

VDW:ms
attach.
cc: Forrest Cooper
G. S. Paxson
Tom Edwards
F. B. Crandall

December 13, 1960

Mr. Robert A. Duff
City Manager of Medford
City Hall
Medford, Oregon

Dear Mr. Duff:

Reference is made to your letter of December 7, addressed to Mr. Williams, pertaining to the improvement of South Riverside Avenue in the city of Medford from 9th Street to its intersection with South Central Avenue.

I have asked our Construction Engineer to instigate a survey for this project, with construction at the earliest feasible date.

I have also requested our County-City Relations Engineer to undertake the preparation of an agreement with the City of Medford for the construction of this project on a 75%-25% co-operative basis.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Victor B. Wolfe
Administrative Assistant

VBWtma
cc: W. C. Williams
Forrest Cooper
G. S. Paxson
Tom Edwards
F. B. Crandall
C. G. Swanson

OFFICE OF
THE CITY MANAGER

CITY OF MEDFORD
MEDFORD, OREGON

REFERRED TO
Cooper
State Highway Engineer

December 7, 1960

W. C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Williams:

Please refer to your letter of August 19, 1960, which has to do with the proposed improvement of South Riverside Avenue in the City of Medford, from its intersection of South Central Avenue to 9th Street.

In your letter you pointed out the advantage of a 48 foot roadbed section. We agree that the wider street would be advantageous in moving traffic. There were, however, some side effects that concerned us.

The problems presented by this width had to do with the 6 foot distance for the driveways from the face of the curb to the property line, this provides a rather steep approach and might cause dragging of the rear end of the longer vehicles using the driveway. The other problem presented by the 48 foot section on 60 foot right-of-way is the narrow sidewalks crowded with utility poles. Some concern was presented because of the limited usable portion of the sidewalk by the public.

After weighing the advantages and disadvantages of this wide section, the City is agreeable to the construction of a 48 foot street within the above limits and we urge that this construction be scheduled by the Oregon State Highway Department.

Very truly yours,

Robert A. Duff

ROBERT A. DUFF
City Manager

RAD:ds

RECEIVED
DEC - 8 1960
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
1960
FOR FILING
4-1 7(1)
1-1-7

August 19, 1960

Mr. Robert A. Duff
City Manager of Medford
City Hall
Medford, Oregon

Dear Mr. Duff:

This is in reply to your letter of July 28 concerning the proposed improvement on South Riverside Avenue from its intersection with South Central Avenue to 9th Street in the city of Medford. Our previous estimate that was submitted to you for this section was based on prices that we expected for the construction season now under way. The estimate being submitted to you at this time is based on prices that we may expect for the construction season of 1961. The increased cost that is reflected in this new estimate is due to increased construction cost that may result from various labor disputes in the construction industry next spring.

The increased cost is already being reflected in the bids we have received at the last two bid lettings. The cost estimate of the section on Riverside Avenue from 9th Street to 12th Street is $36,000 for the 44-foot section and $78,000 for the other section from 12th Street to Central Avenue. The total cost for this package is $120,000. I might point out that there is $6,000 additional cost for traffic signal revision on this section which the Traffic Department considers a minor betterment and as such the cost would be shared by the City and the State on a fifty-fifty basis. Our revised cost for the 48-foot section has been increased to $41,000 for the section between 9th Street to 12th Street, and to $85,000 for the section from 12th Street to Central Avenue. The total cost estimate for the 48-foot section would be $126,000 plus $6,000 signal revision cost. I am enclosing a copy of a sketch map that indicates the cost for these two roadbed sections and the amount of traffic that is expected to be using this route in 1975. Our traffic analysis indicates that the section proposed by you would be deficient in the design year.

I believe that if any improvement is to be made on Riverside Avenue, we should be assured of sufficient traffic-handling

capacity to adequately handle the projected traffic load. The difference in opinion that exists between the Highway Department and the City concerning the number of traffic lanes should be ironed out previous to any commitment on the part of the Oregon State Highway Commission.

In my opinion, the 48-foot roadbed section is the most desirable when considering the future of Riverside Avenue as a major thoroughfare. This would provide three 12-foot traffic lanes, a 10-foot parking strip, and a 2-foot curb offset. The difference in cost between this section and the 44-foot roadbed section is only $6,000. The 44-foot roadbed section could provide three 11-foot travel lanes, a 10-foot parking strip and a 1-foot curb offset. If the 44-foot roadbed section were to be constructed it could operate for quite some time as a two-lane facility with parking on either side. If the City would agree to the removal of parking from one side at the time a third lane becomes necessary, I believe a satisfactory agreement may be reached.

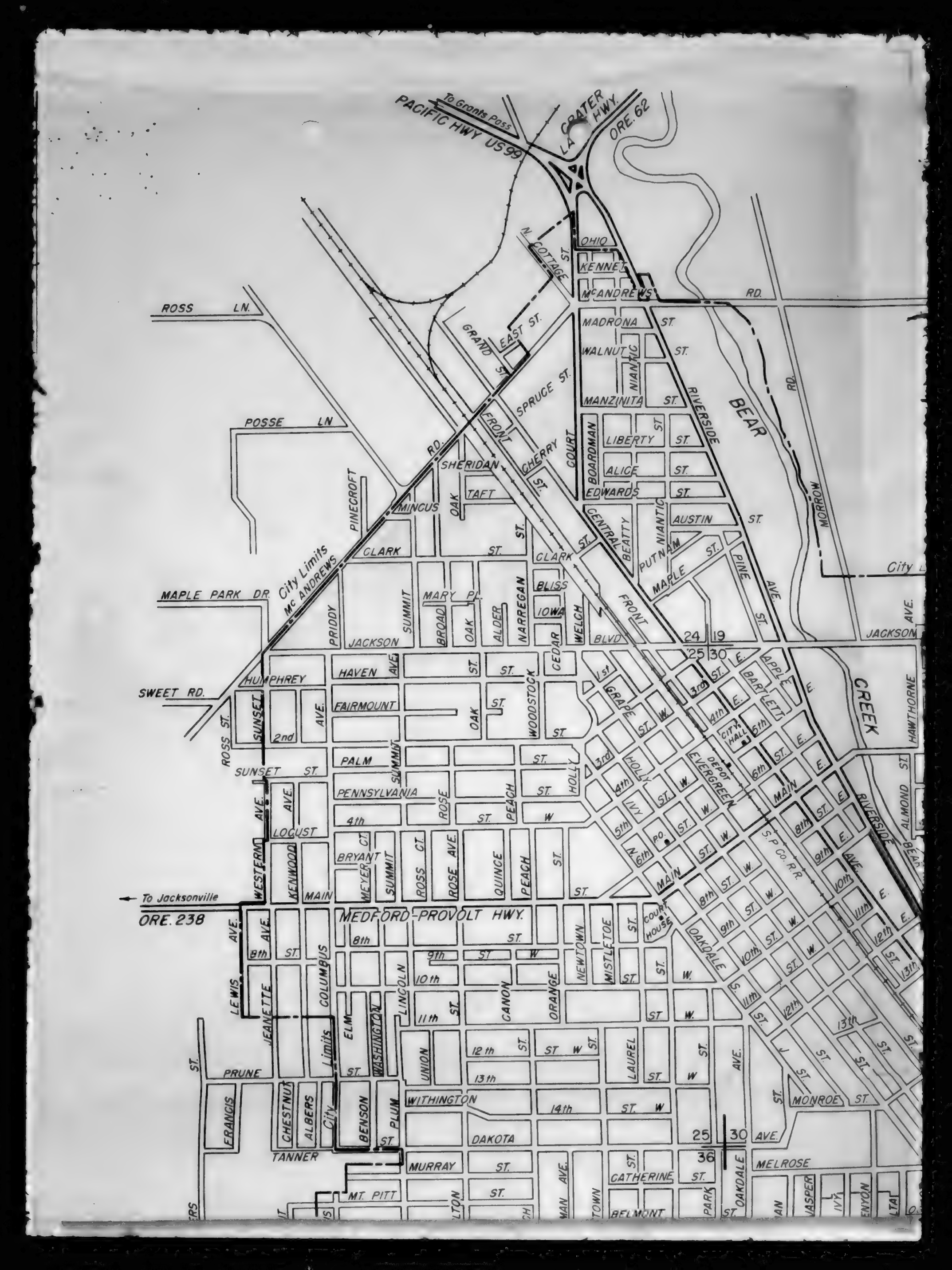
Very truly yours,

W. C. Williams
State Highway Engineer

enc.

cc: Mr. Forrest Cooper
Mr. Tom Edwards

GKA:jk ms


To Grants Pass
PACIFIC HWY US99
CRATER LA HWY.
ORE. 62
OHIO
KENNET
McANDREWS
RD.
N. COTTAGE ST.
ROSS LN.
MADRONA ST.
WALNUT ST.
NIANTIC
MANZINITA ST.
EAST ST.
GRAND ST.
SPRUCE ST.
RIVERSIDE
BEAR
RD.
POSSE LN
FRONT
CHERRY
COURT
BOARDMAN
LIBERTY ST.
ALICE ST.
EDWARDS ST.
SHERIDAN
RD.
TAFT
MINCUS
OAK
PINECROFT
CENTRAL
BEATTY
AUSTIN ST.
PUTNAM
MAPLE ST.
PINE
AVE.
MORROW
City Limits
Mc ANDREWS
CLARK ST.
CLARK ST.
CLARK ST.
MAPLE PARK DR.
MARY PL.
BLISS
IOWA
PRIDDY
JACKSON
SUMMIT
BROAD
OAK
ALDER
NARREGAN
WELCH
BLVD
FRONT
JACKSON AVE.
HUMPHREY
HAVEN AVE.
SWEET RD.
FAIRMOUNT
OAK ST.
WOODSTOCK
CEDAR
1st
GRAPE
APPLE
BARTLETT
E.
CREEK
HAWTHORNE
ROSS ST.
SUNSET AVE.
2nd AVE.
PALM ST.
SUMMIT
SUNSET ST.
PENNSYLVANIA
ROSE
PEACH
HOLLY
3rd
4th
5th
6th
IVY
W.
CITY HALL
DEPOT
EVERGREEN
MAIN
ALMOND ST.
RIVERSIDE
S.P Co. R.R.
P.O.
8th ST.
9th
10th
11th
12th
13th
E.
WESTERN AVE.
LOCUST
KENWOOD
MAIN
BRYANT
MEYER CT.
SUMMIT
ROSS CT.
ROSE AVE.
QUINCE
PEACH
ST.
COURT HOUSE
OAKDALE
S. 11th ST.
12th ST.
13th ST.
J ST.
MONROE ST.
To Jacksonville
ORE. 238
MEDFORD-PROVOLT HWY.
8th ST.
9th ST.
10th
11th ST.
12th ST.
13th ST.
14th ST.
NEWTOWN
MISTLETOE
CANON
ORANGE
LINCOLN
WASHINGTON
ELM
COLUMBUS
JEANETTE
LEWIS AVE.
8th AVE.
UNION
LAUREL
AVE.
PRUNE ST.
Limits
City
WITHINGTON
DAKOTA
MURRAY ST.
MT. PITT
TANNER
ERANGIS
CHESTNUT
ALBERS
BENSON
PLUM ST.
CATHERINE
BELMONT
MELROSE
PARK
OAKDALE
ASPER
IVY
ENYON
24
19
25
30
36

MEDFORD

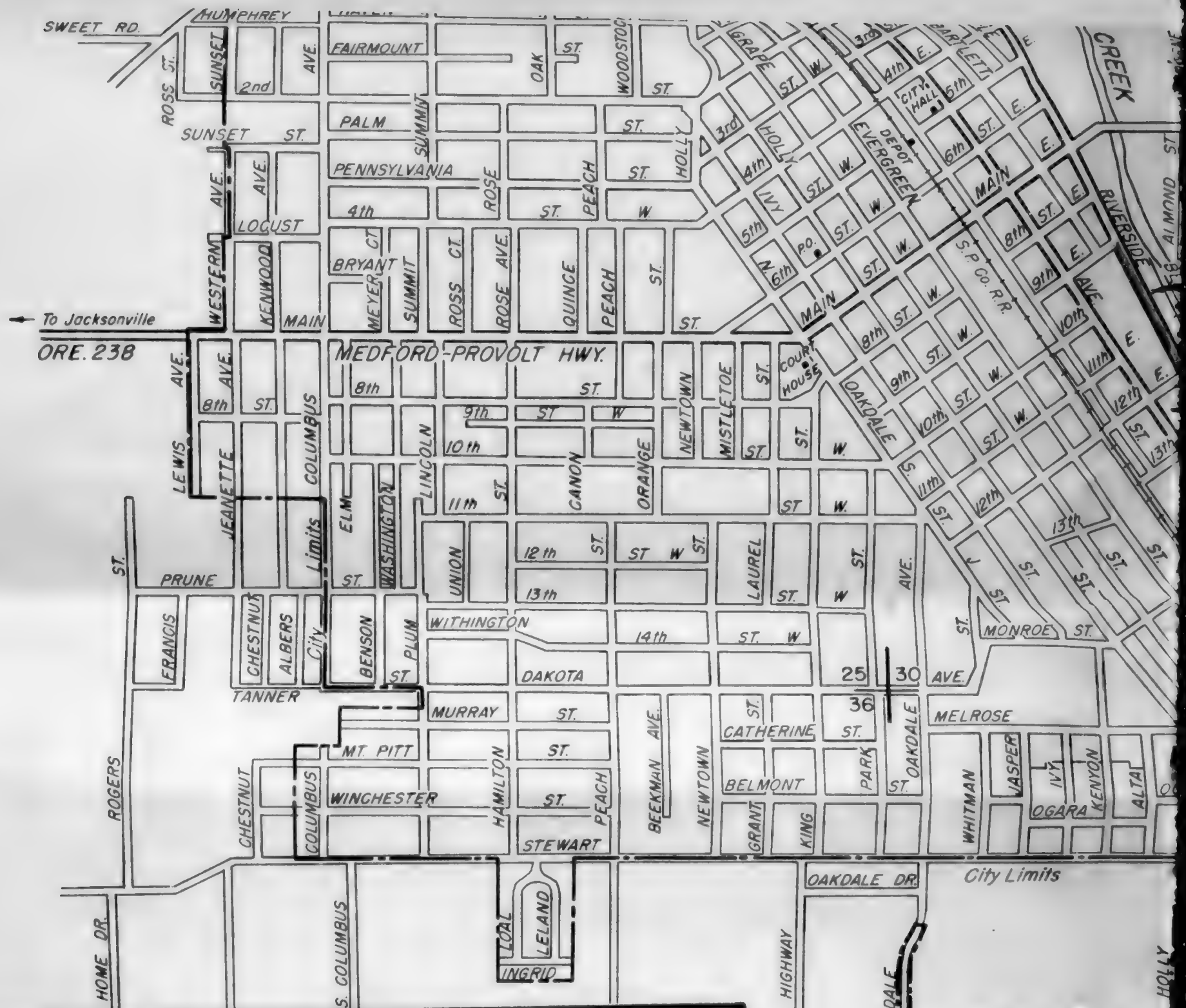
JACKSON COUNTY

SCALE 0 1000 2000 FEET

SPRING ST
AVE.
LAWNRIDGE
HILL
WAVERLY
COURT
RIDGE
WAY
CHILDRESS
WABASH
BARNEBURG RD.
AVE.
DR.
RIDGE WAY
MODOC
GIRARD DR.
BRADFORD WAY
ERIE
SAGINAW DR.
STEVENS
HARRISON
LENORA
STRATFORD
ALOHA AVE.
CAPITOL
City Limits
SAILING
TERRACE
OREGON
BARNES
BENNETT
JACKSON
HOWARD
STARK
MARY
MAE
MARIE
EFFIE
BESSIE
PEARL
19 20 BLVD.
E.
WAY
SUNRISE
JACKSON
VALLEY VIEW
VERNADA PL.
LYMAN
RD.
SHERMAN
QUEEN ANN PL.
30
29
OREGON
CROWN
HILLCREST
CREEK
HAWTHORNE
GENESSEE
GENEVA
MINNESOTA
CRATER LAKE
REDDY
MAIN
McANDREWS
MADISON
LINDLEY
ACADEMY
EUCLID AVE.
OLWELL
HILLHOUSE
WESTERLUND
RUHL
WAY
SHEFFEL
DR.
GT.
BERKELEY
BARNEBURG
GLEN OAK
RICHMOND
WINDSOR
WHITE OAK
BLACK OAK
ACORN WAY
ALMOND
TRIPP
TAYLOR
MYRTLE
CORNING
COTTAGE
BUNDY
SMITH ST.
SCOTT
FLORENCE
WOODLAWN
OAKWOOD
WOODLAWN DR.
KEENE
HIGHLAND
WILSON
TERRACE
RIVERSIDE
BEAR CK. LN.
PORTLAND
VANCOUVER
WILLAMETTE
ASHLAND
EASTWOOD DR.
MAYETTE
ARCADIA
EADS
SPENCER
FRANQUETTE
EARHART ST.
City Limits
BARNEBURG DR.
ROXY ANN
ARDMORE
GROVELAND
DELLWOOD
AVE
LYNNWOOD
SISKIYOU
BLVD
HIGHLAND
WINDSOR
MODOC
CRESTBROOK
RD.
BEAR
ATKINS
30 29
31 32
BARNETT
RD.
BOYD
OGARA
ST

DFORD

ÓN COUNTY



Riverside Ave.

Widen To 48' With Curbs Grade & Drain 23,000 Pave 18,000 Total $41,000	9th St. To 12th St. Existing 36' With Curbs Widen To 44' With Curbs Grade & Drain 20,000 Pave, Curbs 16,000 Total $36,000
Widen To 48' With Curbs Grade & Drain 40,000 Pave 45,000 Total $85,000	12th St. To Central Avenue Existing 36' Pavement, No Curbs Widen To 44' With Curbs Grade & Drain 38,500 Pave, Curbs 39,500 Total $78,000
Grand Total $126,000	Grand Total $114,000

Riverside Ave. Traffic

Central Ave. To 9th St.

Present A.D.T. 10,000

1975 A.D.T. 14,000

Peak 12%

, R.I.W.

, R.I.W.

31 | 32

6 | 5

Rev. 6-18-56

FOOTHILL

GREENWAY DR.

COUNTRY CLUB DR.

WALDEN

BLACK OAK

MURPHY RD

MURPHY ST.

WAY

City Limits

JUAMPERO AVE.

AVE.

BLACK WAY

MAR NIETO

SHANNON

CRESTVIEW DR.

SKYLINE

MIRA

OAK DR.

ARGONNE AVE.

GRANADA

MONTEREY

LOMA AVE

28 33 29 32

RD.

32 33 5 4

City Limits

BLACK OAK

SHEFFIELD DR.

WHITE OAK

ACORN WAY

WAY

RUHL

AVE.

WINDSOR DR.

RICHMOND DR.

DELLWOOD AVE.

MOOSE BLVD.

WINDSOR AVE.

RD.

BARNETT

PARKDALE

HALSEY

HOBART

WESTERLUND

GLEN OAK CT.

OAKWOOD

WOODLAWN DR.

GROVELAND PL.

ARDMORE

SISKIYOU

ELLENDALE RD.

CREEK

BARNEBURG

KEENE

ROXY ANN AVE.

LYNNWOOD

CRESTBROOK

BERKELEY

HIGHLAND DR.

HIGHLAND DR.

OFFICE OF THE CITY MANAGER

CITY OF MEDFORD

MEDFORD, OREGON

July 28, 1960

RECEIVED
JUL 29 1960

Mr. Tom Edwards
Assistant State Highway Engineer
State Highway Department
Salem, Oregon

Dear Tom:

On March 18, 1960 we received sketches and preliminary estimates for the improvement and widening of U. S. 99 on South Riverside Avenue from its intersection with South Central Avenue to 9th Street in the City of Medford, from you.

Your proposal was to improve this street from:

9th Street to 12th Street by widening to 48 feet and providing curbs.

12th Street to Central Avenue intersection by widening to 48 feet with curbs.

Your estimated costs for both sections was $104,000.00.

ajoung

We request that serious consideration be given to a paved section of 44 feet instead of the 48 proposed. It is our opinion that two 12 feet traveling lanes, two 10 foot parking lanes, and two 8 foot sidewalk spaces will adequately serve the traffic in this section for many years.

We further petition that this project be scheduled on 25% City and 75% cooperative State basis for an early construction date.

We further suggest that the estimate be broken into two sections as was done on your previous estimate so that if financing problems are encountered by the City, one section may be deleted.

Very truly yours,

ROBERT A. DUFF
City Manager

RAD:ds

cc: Vern Thorpe
P.W. Director

RECEIVED
MAR 8 1960
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

March 9, 1960
Salem, Oregon

SUBJECT: Cost Estimate for widening Riverside Avenue in Medford

To: 12th Floor
Mr. Forrest Cooper
Deputy State Highway Engineer
Office

NOTED
W. C. WILLIAMS

I am sending herewith three copies of a sketch map showing an estimate of cost for widening Riverside Avenue between 9th Street and Central Avenue in Medford.

You will note that this estimate is in two parts. The 9th Street to 12th Street section is 36 feet between curbs. It is proposed to widen to 48 feet with curbs. The cost of this section is $32,000.00.

The section between 12th Street to Central Avenue is 36 feet wide with no curbs. It is proposed to widen to 48 feet with curbs. The cost for this section is $104,000.00. The total cost for both sections is $136,000.00.

Projected traffic counts indicate a need for three moving lanes of traffic in this section. The proposed 48 feet section would allow three 12-foot traffic lanes with parking on one side. Any section in access of 48 feet would require additional right-of-way. Any additional right-of-way that would have to be acquired would be extremely expensive.

Tom Edwards
Construction Engineer

GKA:jp
Attach.

RECEIVED
MAR 10 1960
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 4 1960
FOR FILING

March 4, 1960

Mr. Vernon Thorpe
Public Works Director
City of Medford
Medford, Oregon

Dear Mr. Thorpe:

I have your letter of February 10 in which you ask if the Highway Department has any plans to widen Riverside Avenue in Medford from 12th Street to Boyd Street. I wish to advise you that we have no such plans which have developed to a point of definite programming. Some years ago, this matter was brought up by the City of Medford and a preliminary investigation was made.

Widening projects such as this normally come into the category of a co-operative endeavor with the cities supplying part of the funds.

I have asked our engineering department to bring our studies up to date, with revised cost estimates, after which I will communicate with you. Should the City desire to participate, the matter will be given further consideration. Ordinarily, the cities are requested to contribute 25 per cent of the cost of widening projects of this nature.

I am not authorized to make any commitment for a project at this time, as expenditure of funds is a function of the State Highway Commission. I merely wish to point out to you the procedures and to tell you that if the City is interested in a project as outlined herein, the matter will be considered.

Very truly yours,

W. C. Williams
State Highway Engineer

cc to: Mr. Forrest Cooper - with file
Mr. Tom Edwards

FC:fn ae

OFFICE OF
PUBLIC WORKS DEPARTMENT

CITY OF MEDFORD

MEDFORD, OREGON

February 10, 1960

Mr. W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Williams:

We have received a request for a petition for placing curb and gutters and sidewalks on south Riverside Avenue between 12th Street and Boyd Street.

The present pavement is approximately 36 feet wide without curbs or gutters and is impossible to keep clean because of water and mud from the adjoining property which is continually tracked onto the pavement. This creates a very unpleasant situation both from a dust problem as well as a very dirty street surface.

We would appreciate knowing if the State Highway Department has plans for eventual widening of this street or providing extra width and travel lane. A thirty-six foot width appears to be rather narrow for projected traffic volumes for this street, even though it will be one-way traffic. There are a number of commercial establishments along this section including motels, garages, service stations, freight depots and a large shopping center and grocery.

We will appreciate knowing if there are any plans being developed for this section in order that we may prepare a petition for these property owners.

Very truly yours,

Robert A. Duff
City Manager

By Vernon Thorpe
Vernon Thorpe
Public Works Director

VT:jlh

RECEIVED
FEB 12 1960
OFFICE OF
STATE HIGHWAY ENGINEER

FORREST COOPER

S-216(12) Kellogg Br. Sec., Elkton-Sutherlin Hwy. 1962

#6030 [redacted]

RECEIVED
JUN 4 - 1971
FOR FILING

Agenda
3j

May 6, 1971

Mr. Terry George
Kellogg Rt., Box 105
Oakland, Oregon 97462

Dear Mr. George:

The State Highway Commission on May 4, 1971, approved for payment your claim of $1,064.96 for the cost of drilling a well to replace a spring on your property.

Your billing has been sent to the Accounting Division for payment, and a check will be forthcoming in the near future.

Very truly yours,

Floyd Cuery, Secretary
OREGON STATE HIGHWAY COMMISSION

FC:dr

bc Tom Edwards
A. E. Johnson
Victor D. Wolfe
R. N. Bothman
V. E. Skoog
F. D. Morgan
C. I. Keasey

RECEIVED
APR 5 - 1971
FOR FILING

S-216 (1)
603

April 2, 1971

Oregon State Highway Commission

Gentlemen:

During the construction under Contract No. 6030, Kellogg Bridge Section, Elkton-Sutherlin Highway, State crews drilled four horizontal holes to drain and stabilize a cut bank. This drilling took place in December 1962 and early January 1963. No right-of-way was taken from the adjacent owner, but the horizontal subdrains did extend underneath the abutting owner's property.

On January 4, 1963 the property owner, Mr. Perry George, notified the Resident Engineer that his spring was going dry. Corrective measures were immediately taken and it was presumed the spring was saved. However, the spring's flow gradually deteriorated and eventually went completely dry in 1970.

Mr. George has submitted a claim to the Highway Division asking that he be reimbursed for the cost of a well which he drilled as an alternate water source at a total cost of $1,068.96. Our Geologist has stated that there is no doubt that the State's actions damaged and destroyed the abutting owner's spring.

I recommend payment of the above sum in exchange for a release from all further claims in regard to the water supply. The matter will be on the agenda for your consideration at the May 4 meeting.

Very truly yours,

R. L. Porter
State Highway Engineer

CMW:mp/TE:sr mc

cc Floyd Query
Tom Edwards
A. E. Johnson
Victor D. Wolfe
R. N. Bothman
V. E. Skoog
F. D. Morgan
C. T. Keasey

FORM E-30

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 5, 1971

SUBJECT:

To: Mr. A. E. Johnson
Assistant State Highway Engineer

P. George Claim
Kellogg Section
Elkton-Sutherlin Highway

B U I L D I N G

On November 16, 1970, Mr. P. George wrote to the Roseburg Regional Office asking for reimbursement of $1,068.96 expended in drilling a well to replace a spring.

The spring had been supplying the P. George place since 1908.

In 1962 State crews drilled some horizontal drain holes as part of a reconstruction project.

In 1963, upon the receipt of a complaint about the spring going dry, the holes were partially plugged.

No further complaints were received in reference to the spring until the November, 1970 request for money.

Region and this office recommend that the price of the well be paid. Although there is a time lag of 8 years between the original complaint and the request, the spring was definitely disrupted by our actions.

Your approval of the payment is recommended.

Robert N. Bothman
Maintenance Engineer

By Carl M. Williams
Carl M. Williams
Maintenance Operations Engineer

CMW:ds

attachments

ENGINEER DOES NOT COVER THIS — THIS IS TOO OLD AND ALSO IS IN THE WINTRUM OF AN INCREASE TAKING.
JCS
3-12-70

RECEIVED
MAR 13 1971
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 13 1971
OFFICE OF
STATE HIGHWAY ENGINEER

FORM S-30 (REV. 10-69)

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
February 4, 1971

To: W. E. Schwartz
Region Maintenance Engr.
O F F I C E

SUBJECT: Mr. P. George Spring
Kellogg Section
Elkton-Sutherlin Highway

This report is to answer questions raised by the attached letter from R. N. Bothman, Maintenance Engineer.

1. Construction project was Kellogg Bridge Section, Elkton-Sutherlin Highway, Contract No. 6030, F.A. Project No. S-216(12), Prefix 110-1078.

2. Resident Engineer was O. B. Jackmond.

3. No correspondence can be found in the construction project records which makes any reference to the draining of the spring. The work that resulted in the draining of the spring was done by a State crew installing horizontal drains on the project.

4. Corrective measures involved plugging the drill holes with concrete (see chronological outline of events below). Also water from Drill Hole #3 was piped to the spring bar to prevent any disruption of the water supply during correction of the problem.

5. There is no record of any discussions with Mr. George pertaining to replacement or restoration of the water supply after the drill holes were plugged.

The following is a chronological outline of the events involved in this problem:

X

SP 932478-744

12-26-62 Hole #1 was drilled to a depth of 168' and 165' of perforated pipe was installed. Hole produced 720 gph at this time.

12-27-62 Hole #2 was drilled to a depth of 138' and 136' of perforated pipe was installed. Hole produced 30 gph at this time.

1-2-63 Hole #3 was drilled to 116' and 112' of perforated pipe was installed. Hole produced 900 gph at this time.

1-3-63 Hole #4 was drilled to 110' and 84' of perforated pipe was installed. Hole was dry at this time.

1-4-63 Division Geologist was notified that the spring was going dry. A 1½" plastic pipe was run from Hole #3 to the spring box to prevent disruption of the water supply.

1-5-63 Flow from holes was checked.
Hole #3 600 gph
Hole #2 12 gph
Hole #1 30 gph

1-7&8-63 The perforated pipe was pulled from Holes #1 & #2 & #4. Hole #1 was plugged from 67-100' with concrete and 64' of perforated pipe was reinstalled. Hole #2 was plugged from 75-79' and 42-50' with concrete and 40' of perforated pipe was reinstalled. Hole #4 was plugged from 32-40' and 32' of perforated pipe was reinstalled.

1-18-63 Checked flow from holes: Hole #3 400 gph (water going into spring box)
Hole #2 7.5 gph
Hole #1 15 gph

1-21-63 Perforated pipe was removed from Hole #3. Hole was plugged from 52-73' with concrete and 48' of perforated pipe was reinstalled. Water still flowed at a rate of 20 gph.

1-22-63 Check flow rates: Spring 36 gph
Holes #1 & 2 36 gph

1-23-63	Checked flow rates	Spring	65 gph
		Holes #1 & 2	20 gph
3-1-63	Checked flow rates	Spring	180 gph
		Hole #1	240 gph
		Hole #2	20 gph
		Hole #3	40 gph
4-2-63	Checked flow rates	Spring	164 gph
		Hole #1	514 gph
		Hole #2	50 gph
		Hole #3	72 gph
		Hole #4	Dripping

There is no record of the personal encounters with Mr. George during the time of the corrective measures. Also, there is no record of any further complaints from Mr. George concerning his spring subsequent to the corrective measures.

Apparently the corrective measures initially stopped enough of the drainage out of the drill holes to re-establish the flow rate of the spring to the volume produced before construction and satisfy Mr. George. Since that time, according to Mr. George's letter of November 16, 1970, the flow rate at the spring gradually diminished until the flow stopped in the fall of 1970. He then drilled a well to replace the spring. There is no record of any complaint being filed by Mr. George until his letter of November 16, 1970 in which he requested reimbursement for the cost of drilling the well.

There is no doubt of the State's liability for damage of Mr. George's spring. The only thing that let this thing drag on so long was lack of a complaint from Mr. George when it became apparent that the initial corrective measures had failed.

ELLIOTT PARKER
Region Geologist

RD Halter

By R. D. HALTER
Asst. Region Geologist

RDH/cw

Drain Ditch (Plan of Hwy)
Dr. Exc. 20 Cu Yds.
2 Bottom Slope
12" Iron Pipe in Ditch

1½" Plastic Water Pipe (Extra Heavy)

6" Pipe (Conduit) - 64'
Dr. Exc 25 Cu Yds.

Sec. 20
Sec. 29

D.L.C. No 44

R/W Line

S.0°46'05"W

370

365

360

6" Perf. Std.

R/W Line

Approx. Location of 4 Drill Hole

300' Sp.
S 6°15'
e 0.5

372+00 - 373+50
"V" Bot. Cut off Ditch

18" Pipe - 56'
Dr. Exc. 16 Cu Yds.

Eq. 374+50.11 P.T. Bk.
Eq. 350+21.14 Rot. Ah.

18" Pipe - 96'
Dr. Exc. 19 Cu Yds.

6" Perf. Metal Drain Pipe
See Sheet 3

"V" Bottom Cutoff Ditch
See Sheet 3

Eq. 362+16.11 P.S.C.

2°30' C.R.
30°15'
T 883.50'

18" Pipe - 76'

18" Pipe - 74'
Dr. Exc. 10 Cu Yds.

Approx. Location of Spring

D.L.C. No 44
D.L.C. No 40

Sta. 361+41 to [Eq. 374+50.11 / 350+21.14] 362+50
8" Perf. Metal Drain Pipe - 5108'
Dr. Exc. 1138 Cu. Yds.
Sp. Backfill in Drains 1075 Cu Yds.

350
340
330
320
310
300

Finish Grade, 11'Rt. or Lt.

Subgrade

+5.82

128.91

Eq. 374+50.11 P.T. Bk.

Eq. 350+21.14 Rot. Ah.

7V-157

Sec. 20, T. 23S., R. 7 W., W.M.

KELLOGG BRIDGE SECTION — ELKTON-SUTHERLIN HIGHWAY DOUGLAS COUNTY				SHEET NO. 3
FED. ROAD DIV. NO.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	S-216(12)		

...IED AS CONSTRUCTED 12/13/63 CONTRACT 6030

355+55 - 356+35
8" P.M.D.P. - 80'

+05
Rd App
12" Pipe - 44'
Dr. Exc. 2 Cu Yds

+20
Rd App.
12" Pipe - 32'
Dr. Exc. 6 Cu Yds

355+10 to 357+61
Drain Ditch
2' Bottom, 1½:1 Slopes
Dr. Exc. 29 Cu Yds.

357+00 Dr. Ditch
2' Bottom & Top

Type 2 Fence
351+00 - 352+00
Channel Change

18" CMP - 154'
Inlet & Outlet Ditches
Dr. Exc. 71 Cu Yds.

12" Conc. Pipe (in place)
Ext'd 12" Conc. Pipe - 45'
Dr. Exc. 13 Cu Yds.

UMPQUA RIVER
Bridge - 810'
26' Roadway
Drg. Nos. 17301 to 17309 Incl.
17301 & 14657 & 14660

"B" Line

Rt. Rail - 50' Lt.
- 100' Rt.

Dr. - 24'

Rt'W Line 2

Rt'W Line 3

S 32°09'25" E Bk

S 30°04'55" E Ahd

Guard Rail - 450' Lt.
- 525' Rt.

Co Road Lt.
P.M.D.P. - 283'

3+11 Co. Road
12" C.M.P. - 36'

353+75 to 361+00
8" Perf. Metal Drain Pipe - 875'
Dr. Exc. 322 Cu. Yds.
Spec. Backfill in Drains, 306 Cu. Yds.

24" Pipe - 92'
Dr. Exc. 18 Cu Yds

957+16.11 P.I.

500' Spiral
S 6° 15'
D 0.5

952+70 to 962+87
Cutoff Ditch -
1½' Deep, "V" Bottom, 1½:1 Slopes
Dr. Exc. 310 Cu. Yds.

"CMP - 42"
13 Cu Yds.

Dist.

+97
Rd. Conn.
Earthwork Incl. in Main Roadbed Dist.
For Profile, See Below

+68
Rd App.
12" Pipe - Total 36'
Dr. Exc. 4 Cu Yds.

Finish Grade, 11' Lt or Rt

-0.407

610' V.C.

Ground @ ℄

Sl 2:1

Sl 2:1

Main Road Ext'd

Ground @ ℄

60' V.C.

-Finish Grade

-7.9

Subgrade

North East Road

60' V.C.

COUNTY ROAD CONNECTION

Oakland, Oregon
November 16, 1970.

Oregon State Highway Div.
1523 S.E. Cobb Street,
Roseburg, Oreg.

Dear Sirs:

This is in regard to damage concerning our spring which is located near highway 138, at Kellogg, between Elkton and Sutherlin.

In relocating this highway it seemed necessary to bore into the bank above said spring, diverting the water which has been supplying this residence since about the year 1908.

At the time of boring, the spring was completely drained. Upon notifying the crews, they partially stopped the drainage but it has gradually been draining more of the water each year, until finally it completely stopped supplying the spring this fall, necessitating the drilling of a well.

Since this damage has X

been caused by the State, we feel they should reimburse us for the cost of the well.

Would appreciate an investigation of this matter.

Yours truly,
Perry George.

P. W. GEORGE
Kellogg Rt., Box 105
Oakland, Oregon 97462

RECEIVED
NOV 22 1965
FOR FILING

Form CD-121 (11-61) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: November 19, 1965

In reply refer to:

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: M E Martin
M. E. Martin

SUBJECT: Oregon Project S-216(12)
Kellogg Bridge - Yellow Creek Section
Elkton - Sutherlin Highway
R/W File 34145 - Fisher

In compliance with your request contained in your letter dated October 12, 1965, we hereby approve the grant of access as described with the understanding that the value of the access will be determined by appraisals of the property with and without the access.

A signed copy of the information form is attached.

REFERRED TO
Morgan w/ encls.
BY ASST. STATE HWY. ENGR.
copies to
Young
Mullning
11-23-65

RECEIVED
NOV 23 1965
OFFICE OF

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

STATE COPY

INFORMATION FOR GRANT OR INDENTURE OF ACCESS

R/W 5-216(11)
Constr. 5-216(12)

Date 9-21-65
File No. 34145 (Fisher)
Kellogg Br.-Yellow Creek Section
Elkton-Sutherlin - - - Highway
Douglas - - - - - - County

Original Grantors: Mr. C. Eldon Fisher & Mrs. Elizabeth Fisher

Present Owners: Mr. W. L. Edwards & Mrs. Edith Edwards

Address of Present Owners: Oakland, Oregon

Access Point to be Cancelled:

Station	Side of Highway	Width	Use Restriction

Access Point to be Granted:

Station	Side of Highway	Width	Use Restriction
360+50	West	20'	Private residence

Remarks and Reason for Change of Access:

Control access - to - Private access

Filing fee of $5 is enclosed. x Fee is waived. ____

John T. Hunter
Title DISTRICT MAINTENANCE SUPERINTENDENT
APPROVED DATE 11/22/65
A. W. Parsons, Division Engineer *
Oregon Div., Bureau of Public Roads
By R E Martin Title District Engineer

APPROVED:

Division Engineer

for Construction or Maintenance Engineer

~~Deputy~~ State Highway Engineer

* Pending a final determination on such matters, our approval still must be with the understanding that the grant of access will include the appropriate clause in accordance with provisions of Title VI of the Civil Rights Act of '64 as provided under assurance 12(a) of your May 7, '65 Assurances of Compliance.

RECEIVED
FEB 18 1965
FOR FILING

Salem, Oregon
February 18, 1965

Mr. George Rohde
Chief Counsel

Minute Excerpts Regarding
Elkton-Sutherlin Highway

Attached are additional excerpts from the Highway Commission Minutes from November 1, 1957, through December 8, 1961, concerning requests for improvement of the Elkton-Sutherlin Highway.

Floyd Query, Secretary

FQ:mg

Att.

	Page	
3-27-58	29766	Elkton-Smith Pet Request
8-19-60	32816	Kellogg Pet. Yellow Cr. Imp.
1-28-60	32427	Request for Imp.
12-08-61	33311	Hwy Imp.
11-1-57	29075	
3-27-57	29766	

Deleg of auth by Com 9-12-57 page 28856
to Engr. Counsel, Secty.

RECEIVED
FEB 10 1965
FOR FILING

Salem, Oregon
February 10, 1965

Allan Johansen
Legal Department

B U I L D I N G

Kellogg Bridge Damage
Elkton-Sutherlin Highway

Pursuant to our conversation this date, I am furnishing you copies of Program VII and Program VIII which were approved by the Highway Commission as indicated on the programs.

You will note that on Program VII, Division III under "Secondaries" that the Kellogg Bridge-Yellow Creek Section was programmed in the amount of $670,000. This was for the road work between Kellogg Bridge and Yellow Creek. When the bridge collapsed due to damage sustained by a vehicle, this money was utilized for the construction of a new bridge. Subsequent to this, the grading and paving job was reprogrammed in Program VIII to somewhat higher standards than had been approved before and the cost of the project was then $1,000,000.

It is my recollection other programs preceding VII and VIII had funds made available for building from Elkton to Smith Bridge and from Smith Bridge to Kellogg Bridge. This, of course, indicates that the Highway Department had a continuing program for the completion of this road to modern standards. The two lengths that were not programmed were Kellogg Bridge and Smith Bridge. These structures were considered to be structurally sound. Money spent on the replacement of these structures quite obviously would not yield the benefit that the grading and paving of the longer units would. These structures were considered capable of carrying the traffic volumes on this road until after the roadway sections had been reconstructed to higher standards. It never was brought to the attention of the people making the program recommendations to the Highway Commission that the Kellogg Bridge was not structurally sound. It is of interest to you, no doubt, that the original Smith Bridge has not been replaced under the same concept as that set forth above.

I also furnish you herewith, a progress statement turned out by this office on page 17 of which shows the construction that has been accomplished on the Elkton-Sutherlin Highway from the year 1957 to the present.

L. H. Young
Office Engineer

LHY:mb
Atts.

cc: L. P. Shaw
Tom Edwards
F. D. Morgan

RECEIVED
JAN 28 1965
FOR FILING

S-211(12)
6030

January 27, 1965

Glen Falls Insurance Co.,
Pacific Coast Department
Cahill Bldg., 350 Sansome St.,
San Francisco, California 94104

Gentlemen:

A post-final payment for $3,000.00 will be made to Workman Construction Co., on Contract 6030 for structure, grading, and oiling the Kellogg Bridge Section of the Elkton-Sutherlin Secondary Highway in Douglas County, as soon as the warrant is prepared.

The total amount paid on this Contract will be $618,128.03, including the post-final payment. Of the total, $8,825.28 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

By

cc: Workman Const. Co.,
Rt. 1, Box 30
Canby, Oregon

cc: Edward C. Larkins, Agency
609 Mead Bldg.
Portland 4, Oregon

cc: C. H. Maison
Attn.: John Herr

Date: 1/25/65

Floyd Query
Commission Secretary

A voucher has been prepared to pay

Contract No. 6030, Est. No. 12 Post Final, Date: 8/12/63, Amt. $ 3,000.00

Contractor Workman Construction Company

Totals to date: Paid to contractor $ 618,128.03

Amount of force account $ 8,825.28

Amount of retained percentage $

Claims Section
Accounting Division

10/64

RECEIVED
AUG 31 1964
FOR FILING

STATE COPY

Monthly transaction number

Project report number
S-216(12) 8

Form PR-2A (5-31-57)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

State: Oregon
County: Douglas
Project number: S-216(12)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on December 6, 19 62, is hereby modified as follows:

Revised estimated total cost of project $ 682,846.19

Revised Federal funds $ 433,666.13

Other revisions

None

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 21 day of August, 19 64.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd P. Shaw

Assistant State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By A. W. Parsons
Division Engineer

By: M. E. Martin, Acting Division Engr.

USComm-DC 11170

RECEIVED
JAN 14 1964
FOR FILING

January 13, 1964

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

A post-final payment for $362.73 will be made to Workman Const. Co., on contract #6030 for structure-grading-oiling the Kellogg Bridge Section of the Elkton-Sutherlin Secondary Highway in Douglas County, as soon as the warrant is prepared.

The total amount paid on this contract will be $615,128.03, including the post-final payment. Of the total, $8,825.28 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: Glens Falls Insurance Co.,
Edward C. Larkins, Agency
609 Mead Bldg.,
Portland 4, Oregon

cc: Workman Const. Co.,
Route 1, Box 30
Canby, Oregon

cc: C. H. Maison
Attn.: John Herr

RECEIVED
JAN 6 1964
FOR FILING

January 3, 1964

Glens Falls Insurance Company
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

Attached is a copy of a claim letter dated December 26, 1963, received from Loggers and Contractors Machinery Company, Portland, in the amount of $1,041.81 for rental supplied to Ivor Nieland, subcontractor, for Harold Workman.

This appears to be in connection with the Workman Construction Company Contract No. 6030 for structure, grading and oiling on Kellogg Bridge of Elkton-Sutherlin Secondary Highway in Douglas County.

As you will note, this claim letter was addressed to the Secretary of State.

We provide this information as your company is listed as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fkn
Att.
cc Edward C. Larkins Agency
609 Mead Building
Portland 4, Oregon

Workmas Construction Company
Route 1, Box 30
Canby, Oregon

Loggers & Contractors Machinery Co.
240 S. E. Clay Street
Portland 14, Oregon

NOTED ON CARD
1C

Commissioners

STATE OF OREGON
DEPARTMENT OF STATE
SALEM 10

HOWELL APPLING, JR.
Secretary of State

December 27, 1963

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon 97310

Dear Mr. Query:

We have received from George W. Flatt, Credit Manager, Loggers & Contractors Machinery Company, 240 S. E. Clay Street, Portland 14, Oregon and filed as of this date, a notice of calim by Loggers & Contractors Machinery Co., in the sum of $1,041.81 plus interest at the rate of 8% per annum from August 25, 1963 until paid, against the bond taken from Ivor Nieland of Canby, Oregon, for the work to be performed as a sub-contractor for Harold Workman, Prime Contractor; for the Oregon State Highway Department to construct a structure known as Kellogg Bridge located in Douglas County, 7 miles south of Elkton on Highway 225. Oregon State Highway Contract No. 6030.

We are enclosing one copy of the claim for your information and files.

Kindly acknowledge receipt of the copy on the enclosed carbon copy.

Sincerely,

HOWELL APPLING,JR.
Secretary of State

By Inga Henriksen
Public Records Section

IH:FK
Enc.

Cc, please handle
FG

NOTED ON CARD
dc

NOTED
FLOYD QUERY

RECEIVED
JAN - 3 19[illegible]
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

December 26, 1963

Secretary of State
State of Oregon
Salem, Oregon

Gentlemen:

Notice is hereby given that the undersigned, Loggers & Contractors Machinery Co. of Portland, Oregon has a claim in the sum of $1,041.81, plus interest at the rate of 8% per annum from August 25, 1963 until paid, against the bond taken from Ivor Nieland of Canby, Oregon as Principal, and the American Surety of New York as Surety, for the work to be performed as a sub-contractor for Harold Workman, Prime Contractor; for the Oregon State Highway Department under a contract to construct a structure known as Kellogg Bridge located in Douglas County, 7 miles south of Elkton on Highway 225.

The Oregon State Highway Contract No. is 6030.

This claim is for rental supplied to Ivor Nieland, a sub-contractor performing work under Prime Contractor (Harold Workman), and consists specifically of the reasonable and agreed rental value of $1,041.81 covering rental of one Model 365 Ingersoll-Rand Air Compressor R-3091 from 6-24-63 to 8-2-63 and rental of one Model 125 Ingersoll-Rand Air Compressor R-3193 from 7-30-63 to 8-26-63 as per attached schedule; and the sum of $1,041.81 represents the agreed rental value due.

This claim and notice thereof also is intended to give notice of and to perfect our lien against the reserved and retained fund required by law to be held by you for the protection and payment of ourselves and other qualified claimants, if any.

LOGGERS & CONTRACTORS MACHINERY CO.

By: Geo. W. Flatt

George W. Flatt
Credit Manager

GWF:dh
Attach
cc--Ivor Nieland
Harold Workman
Oregon State Highway Department
American Surety of New York, Woodlark Bldg., Portland, Ore.

IVOR NIEKANG
GANBY, OREGON

JL25E	88,537	650.00 $	650.00 $
AUG25E	88,889	153.00 $	803.00 $
AUG30E	88,974	238.81 $	1,041.81 $

LOGGERS & CONTRACTORS MACHINERY CO.

Telephone
282-0151 Portland
DI. 5-4334 Eugene

240 SOUTHEAST CLAY STREET
PORTLAND 14, OREGON

No. E 88537

AJ

SALESMAN

YOUR ORDER NO.

DATE INVOICED
7-16-63

SOLD TO
Ivor Neiland
Canby, Oregon

SHIPPED TO
Kellogg Bridge
Job.

DATE SHIPPED
6/21/63

SHIPPED FROM
Portland

VIA
Truck

NO GOODS RETURNED WITHOUT OUR CONSENT.
ITEMS NOT EXTENDED WILL BE SHIPPED LATER.

TERMS NET CASH—ALL BILLS DUE AND PAYABLE
10TH OF MONTH FOLLOWING DATE OF SHIPMENT.

B. O.	ORDERED	SHIPPED	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
			RENTAL:		
		1	I-R 365 air compressor [illegible]-3091		510.00
			freight from Portland		140.00
					$650.00

6/24/63 to 7/24/63 1 month

M.E 88537

LOGGERS & CONTRACTORS MACHINERY CO.

240 SOUTHEAST CLAY STREET
PORTLAND 14, OREGON

Telephone
232-0151 Portland
DL 5-4824 Eugene

No. E 88889

131
SALESMAN

YOUR ORDER NO.

DATE INVOICED
8-7-63

SOLD TO

Iver Neiland
Canby,
Oregon

SHIPPED TO

Kellogg Bridge
Kellogg, Oregon

DATE SHIPPED
6-21-63

SHIPPED FROM
Eugene

VIA
Truck

NO GOODS RETURNED WITHOUT OUR CONSENT.
ITEMS NOT EXTENDED WILL BE SHIPPED LATER.

TERMS NET CASH—ALL BILLS DUE AND PAYABLE 10TH OF MONTH FOLLOWING DATE OF SHIPMENT.

B. O.	ORDERED	SHIPPED	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
			RENTALS:		
		1	365 Cyro compressor R-3091		~~153.00~~
					$153.00

7-21 to 8-2 9/30 of month

FINAL

LOGGERS & CONTRACTORS MACHINERY Co.

Telephone
232-0131 Portland
DL 5-4334 Eugene

240 SOUTHEAST CLAY STREET
PORTLAND 14, OREGON

No. E 88374

MH

SALESMAN

YOUR ORDER NO.

DATE INVOICED
7-27-63

SOLD TO

Ivor Neiland
Canby,
Oregon

SHIPPED TO

Bridge, Oregon

DATE SHIPPED
7-30-63

SHIPPED FROM
Eugene

VIA
truck

NO GOODS RETURNED WITHOUT OUR CONSENT.
ITEMS NOT EXTENDED WILL BE SHIPPED LATER.

TERMS NET CASH—ALL BILLS DUE AND PAYABLE
10TH OF MONTH FOLLOWING DATE OF SHIPMENT.

B. O.	ORDERED	SHIPPED	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
			RENTALS:		
		1	125 compressor R-3193		*187.00
					$187.00
			20 gas	.35	7.00
					$194.00
			Freight to Bridge, Ore. from Eugene		44.31
					$238.31

7-30 pm to 8-26 3 6/7 week

MH

Most favorable rate used

Final

December 26, 1963

Secretary of Stute
State of Oregon
Salem, Oregon

Gentlemen:

Notice is hereby given that the undersigned, Loggers & Contractors Machinery Co. of Portland, Oregon has a claim in the sum of $1,041.81, plus interest at the rate of 8% per annum from August 25, 1963 until paid, against the bond taken from Ivor Nieland of Canby, Oregon as Principal, and the American Surety of New York as Surety, for the work to be performed as a sub-contractor for Harold Workman, Prime Contractor; for the Oregon State Highway Department under a contract to construct a structure known as Kellogg Bridge located in Douglas County, 7 miles south of Elkton on Highway 225.

The Oregon State Highway Contract No. is 6030.

This claim is for rental supplied to Ivor Nieland, a sub-contractor performing work under Prime Contractor (Harold Workman), and consists specifically of the reasonable and agreed rental value of $1,041.81 covering rental of one Model 365 Ingersoll-Rand Air Compressor R-3091 from 6-24-63 to 8-2-63 and rental of one Model 125 Ingersoll-Rand Air Compressor R-3193 from 7-30-63 to 8-26-63 as per attached schedule; and the sum of $1,041.81 represents the agreed rental value due.

This claim and notice thereof also is intended to give notice of and to perfect our lien against the reserved and retained fund required by law to be held by you for the protection and payment of ourselves and other qualified claimants, if any.

LOGGERS & CONTRACTORS MACHINERY CO.

By: Geo. W Flatt

George W. Flatt
Credit Manager

GWF:dh
Attach
cc--Ivor Nieland
Harold Workman
Oregon State Highway Department
American Surety of New York, Woodlark Bldg., Portland, Ore.

IVOR NEILAND
CANBY, OREGON

6L25E	88,537	650.00S	650.00S
6L27E	88,889	153.00S	803.00S
6L30E	89,974	238.81S	1,041.81S

LOGGERS & CONTRACTORS MACHINERY CO.

Telephone
232-0151 Portland
DI. 5-4334 Eugene

240 SOUTHEAST CLAY STREET
PORTLAND 14, OREGON

No. E 88537

SALESMAN

YOUR ORDER NO.

DATE INVOICED
7-16-63

SOLD TO
Iver Kelland
Canby, Oregon

SHIPPED TO
Kellogg Bridge
Job.

DATE SHIPPED
6/21/63

SHIPPED FROM
Portland

VIA
truck

NO GOODS RETURNED WITHOUT OUR CONSENT.
ITEMS NOT EXTENDED WILL BE SHIPPED LATER.

TERMS NET CASH—ALL BILLS DUE AND PAYABLE 10TH OF MONTH FOLLOWING DATE OF SHIPMENT.

B O	ORDERED	SHIPPED	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
			RENTALS		
		1	I-R 365 air compressor R-3091		510.00
			freight from Portland		140.00
					$650.00

M

6/24/63 to 7/24/63 1 month

LOGGERS & CONTRACTORS MACHINERY CO.

Telephone
233-0151 Portland
DI. 5-4334 Eugene

240 SOUTHEAST CLAY STREET
PORTLAND 14, OREGON

No. E 88884

SALESMAN: MM

YOUR ORDER NO.:

DATE INVOICED: 8-7-63

SOLD TO:
Ivor Neiland
Canby,
Oregon

SHIPPED TO:
Kellogg Bridge
Kellogg, Oregon

DATE SHIPPED: 6-21-63

SHIPPED FROM: Eugene

VIA: Truck

NO GOODS RETURNED WITHOUT OUR CONSENT.
ITEMS NOT EXTENDED WILL BE SHIPPED LATER

TERMS NET CASH—ALL BILLS DUE AND PAYABLE 10TH OF MONTH FOLLOWING DATE OF SHIPMENT.

B. O.	ORDERED	SHIPPED	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
			RENTALS:		
		1	365 Cyro compressor R-3091		153.00
					$153.00

7-24 to 8-2 9/30 of month

FINAL

No. E 88884

LOGGERS & [redacted] MACHINERY CO.

240 SOUTHEAST CLAY STREET
PORTLAND 14, OREGON

Telephone
233-6161 Portland
DI. 5-4884 Eugene

No. E 88974

IBM

SALESMAN	SOLD TO	SHIPPED TO	DATE SHIPPED
	Iver Holland Canby, Oregon	Bridge, Oregon	7-30-63
YOUR ORDER NO.			SHIPPED FROM Eugene
DATE INVOICED 8-27-63			VIA truck

NO GOODS RETURNED WITHOUT OUR CONSENT.
ITEMS NOT EXTENDED WILL BE SHIPPED LATER.

TERMS NET CASH — ALL BILLS DUE AND PAYABLE 10TH OF MONTH FOLLOWING DATE OF SHIPMENT.

S. O.	ORDERED	SHIPPED	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
			RENTALS:		
		1	125 compressor R-3193		*187.00
					$187.00
			20 Gas	.35	7.00
					$194.00
			Freight to Bridge, Ore. from Eugene		44.81
					$238.81
			7-30 pm to 8-26 } 6/7 week		
			*Most favorable rate used		
			Final		

RECEIVED
NOV 14 1963
FOR FILING

PORTLAND OFFICE
901 SOUTH EAST OAK STREET
TELEPHONE: BELMONT 5-6603
PORTLAND 14, OREGON

THE Glens Falls GROUP
INSURANCE WITH INTEGRITY

PACIFIC DEPARTMENT
6TH FLOOR MILLS TOWER
SAN FRANCISCO 4, CALIFORNIA

November 13, 1963

Oregon State Highway Commission
State of Oregon
Salem 10, Oregon

Attention: Mr. Floyd Query, Secretary

Re: Contract No. 6030 - Workman Construction Co.
Kellogg Bridge - Douglas County

Gentlemen:

Your letter dated October 31 addressed to the Glens Falls Insurance Company, San Francisco, with attached claim forwarded by Miller Paint Company against the above referred to job has been received.

We are in touch with our contractor and will follow this matter through.

Very truly yours,

R. L. Metcalf
Claims Manager

RLM/ks

NOTED
FLOYD QUERY

RECEIVED
NOV 14 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 1 1963
FOR FILING

October 31, 1963

McCarty, Swindells & Miller
Attorneys at Law
Public Service Building
Portland, Oregon 97204

Attention: Mr. William Miller

Gentlemen:

This is to acknowledge receipt of your letter of October 28 and attached Notice of Claim of your client, Miller Paint Company, Inc., for paint and allied products in the amount of $1,664.62 plus interest furnished to Ivor Nieland, subcontractor.

The claim states this is in connection with the Workman Construction Company Contract No. 6030 for structure, grading and oiling on Kellogg Bridge of Elkton-Sutherlin Secondary Highway in Douglas County.

The Secretary of State has informed us that this claim was filed in his office on October 29, 1963.

This information will be noted in our records, and we will advise the surety and the contractor of this filing.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fkn

NOTED ON CARD

October 31, 1963

Glens Falls Insurance Company
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

Attached is a copy of a claim in the amount of $1,664.62 plus interest, which has been filed with the Secretary of State, by McCarty, Swindells and Miller, Attorneys at Law, on behalf of Miller Paint Company, Inc., for paint and allied products furnished to Ivor Nieland, subcontractor.

The claim states this is in reference to the Workman Construction Company Contract No. 6030 for structure, grading and oiling on Kellogg Bridge of the Elkton-Sutherlin Secondary Highway in Douglas County.

We provide this information as your company is listed as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc Edward C. Larkins, Agency
609 Mead Bldg.
Portland 4, Oregon

Workman Construction Company
Route 1, Box 30
Canby, Oregon

Commissioners

CWH:fkn

McCARTY, SWINDELLS & MILLER
ATTORNEYS AT LAW
PUBLIC SERVICE BUILDING
PORTLAND 4, OREGON, 97204

CHESTER E. McCARTY
JAMES G. SWINDELLS
WILLIAM MILLER
DENNY Z. ZIKES

TELEPHONE
CApitol 6-1161

October 28, 1963

CERTIFIED
RETURN RECEIPT REQUESTED

Clerk
State Highway Department
Salem, Oregon

Dear Sir:

Re: Miller Paint Co. v. Ivor Nieland

Enclosed find Notice of Claim pursuant to ORS 279.526 for filing.

Sincerely,

McCARTY, SWINDELLS & MILLER

By: Sheldon Miller

WM:rd
Enc.

Cec, please handle
HC

FILED
DELIVERY

NOTED
C. W. HEAD

RECEIVED
OCT 29 1963
OREGON
STATE HIGHWAY COMMISSION

NOTICE OF CLAIM

TO: STATE OF OREGON, STATE HIGHWAY DEPARTMENT

NOTICE IS HEREBY GIVEN that the undersigned, MILLER PAINT CO., INC., has a claim for paint and allied products furnished by the undersigned in the sum of $2,464.62, no part of which has been paid save and except the sum of $800.00, leaving a balance due of $1,664.62, together with interest at 6% per annum from August 31, 1963, against the bond taken from Glens Falls Insurance Company, their agent being Edward C. Larkins Agency, Woodlark Building, Portland 5, Oregon, for the work of Workman Construction Co., Route 1, Box 30, Canby, Oregon, through their subcontractor, Ivor Nieland, P. O. Box 873, Canby, Oregon, on Contract No. 6030 pertaining to the Douglas Elkton Southerland Highway, Kellog Bridge Section structural grading and oiling bridge 3551A.

DATED this 28th day of October, 1963.

MILLER PAINT CO., INC.

By: Walter M. Miller
President

HOWELL APPLING, JR.
Secretary of State

STATE OF OREGON
DEPARTMENT OF STATE
SALEM 10

October 29, 1963

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon 97310

Dear Sir:

We have received from William Miller, c/o McCarty, Swindells & Miller, Attorneys at Law, Public Service Building, Portland 4, Oregon 97204 and filed as of this date, a notice of claim by Miller Paint Co., Inc., for paint and allied products furnished by same in the sum of $2,464.62, no part of which has been paid save and except the sum of $800.00 leaving a balance due of $1,664.62 together with interest at 6% per annum from August 31, 1963 against the bond taken from Glens Falls Insurance Company, their agent being Edward C. Larkins Agency, Woodlark Building, Portland 5, Oregon for the work of Workman Construction Co., Route 1 Box 30, Canby, Oregon through their subcontractor, Ivor Nieland, P. O. Box 873, Canby, Oregon on Contract No. 6030 pertaining to the Douglas Elkton Southerland Highway, Kellog Bridge Section structural grading and oiling bridge 3551A.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By Geo. A. Stephens
Public Records Section

GS:FK
Enc.

NOTED
FLOYD QUERY

RECEIVED
OCT 30 1963
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

NOTICE OF CLAIM

TO: STATE OF OREGON, STATE HIGHWAY DEPARTMENT

NOTICE IS HEREBY GIVEN that the undersigned, MILLER PAINT CO., INC., has a claim for paint and allied products furnished by the undersigned in the sum of $2,464.62, no part of which has been paid save and except the sum of $800.00, leaving a balance due of $1,664.62, together with interest at 6% per annum from August 31, 1963, against the bond taken from Glens Falls Insurance Company, their agent being Edward C. Larkins Agency, Woodlark Building, Portland 5, Oregon, for the work of Workman Construction Co., Route 1, Box 30, Canby, Oregon, through their subcontractor, Ivor Nieland, P. O. Box 873, Canby, Oregon, on Contract No. 6030 pertaining to the Douglas Elkton Southerland Highway, Kellog Bridge Section structural grading and oiling bridge 3551A.

DATED this 28th day of October, 1963.

MILLER PAINT CO., INC.

By: Ira A. M. Miller
President

File # 4039

FILED
OCT 29 1963
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
OCT 29 1963
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
OCT 22 1963
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

October 17, 1963

A-1 Sandblasting & Steam Cleaning Company
6117 N. E. Lombard
Portland 18, Oregon

Gentlemen:

This is in reply to your letter of October 10 stating that I. C. Nieland, sub-contractor, owes you $2,242.16 for equipment rentals.

From the description given, it appears that the contract to which you refer is our contract No. 6030 awarded to Workman Construction Company for structure, grading and oiling on the Kellogg Bridge Section of the Elkton-Sutherlin Secondary Highway in Douglas County.

This contract was completed August 17, 1963 and accepted by the Highway Commission on August 26, 1963.

The surety on this project is Glens Falls Insurance Company through Edward C. Larkins Agency, 609 Mead Building, Portland. We will advise them that your letter has been received and we will also send your claim letter to the Secretary of State for filing.

When your claim has been paid, please let us know so that we can clear our records.

File # 4034

FILED
OCT 18 1963
HOWELL APPLING, JR.
SECRETARY OF STATE

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD
tc

CWH:jf
cc: Glens Falls Insurance Company
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Workman Construction Company
Route 1, Box 30
Canby, Oregon

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol Building
Salem, Oregon 97310

Mr. Jackson
Mr. Simpson

STATE HIGHWAY COMMISSION
OREGON
OCT 18 1963
RECEIVED

RECEIVED
OCT 18 1963
HOWELL APPLING, JR.
SECRETARY OF STATE

P. S. Please acknowledge receipt of this claim on the enclosed copy of this letter.

NOTED
C. W. HEAD

RECEIVED
OCT 18 1963
FOR FILING

October 17, 1963

A-1 Sandblasting & Steam Cleaning Company
6117 N. E. Lombard
Portland 18, Oregon

Gentlemen:

This is in reply to your letter of October 10 stating that I. C. Nieland, sub-contractor, owes you $2,242.16 for equipment rentals.

From the description given, it appears that the contract to which you refer is our contract No. 6030 awarded to Workman Construction Company for structure, grading and oiling on the Kellogg Bridge Section of the Elkton-Sutherlin Secondary Highway in Douglas County.

This contract was completed August 17, 1963 and accepted by the Highway Commission on August 26, 1963.

The surety on this project is Glens Falls Insurance Company through Edward C. Larkins Agency, 609 Mead Building, Portland. We will advise them that your letter has been received and we will also send your claim letter to the Secretary of State for filing.

When your claim has been paid, please let us know so that we can clear our records.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:jf
cc: Glens Falls Insurance Company
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Workman Construction Company
Route 1, Box 30
Canby, Oregon

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol Building
Salem, Oregon 97310

Mr. Jackson
Mr. Simpson

NOTED ON CARD

P. S. Please acknowledge receipt of this claim on the enclosed copy of this letter.

SANDBLASTING
&
STEAM CLEANING CO.

Sandblasting • Steam Cleaning • Industrial Painting
of
- BRIDGES
- BUILDINGS
- TANKS
- MACHINERY
- EQUIPMENT

6117 N. E. LOMBARD • PORTLAND 18, OREGON

AT. 1-7353

October 10,1963

State of Oregon
State Highway Department
Salem, Oregon.

RE; Contract No. 6030
Kellogg Bridge

Gentlemen:

This is to advise you that we have an outstanding invoice, dated August 23,1963, in the amount of $2,242.16 due from I.C. Nieland, Subcontractor under Workman Construction Co., on the above job. This amount represents various equipment rentals used on this job.

Yours truly,

A-1 SANDBLASTING AND
STEAMCLEANING CO., INC.

Harlin Cornett

Harlin Cornett Pres.

HC/a

RECEIVED
OCT 14 196
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 7 1963
FOR FILING

October 4, 1963

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

On August 26, 1963, we wrote to you concerning release of final payment on contract #6030, awarded to Workman Construction Co., for structure-grading-oiling the Kellogg Bridge Section of the Elkton-Sutherlin Secondary Highway in Douglas County.

Final payment on this contract is $55,296.16 and the total contract amount is $614,765.30, including $8,462.55 for work performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: Glens Falls Insurance Co.,
Edward C. Larkins Agency
609 Mead Bldg.,
Portland 4, Oregon

cc: Workman Const. Co.,
Route 1, Box 30
Canby, Oregon

cc: C. H. Maisen
Attn.: John Herr

RECEIVED
OCT 4 1963
FOR FILING

October 4, 1963

Mercer Steel Co., Inc.
2636 N. W. 26th Ave.
Portland 10, Oregon

Attention: Mr. Richard D. Hall

Gentlemen:

This is to acknowledge receipt of your letters of October 2 concerning the status of Workman Construction Co. Contract No. 6030 and Crick & Sons Contract No. 6009.

The Workman Construction Co. contract was accepted by the Highway Commission on August 26, 1963.

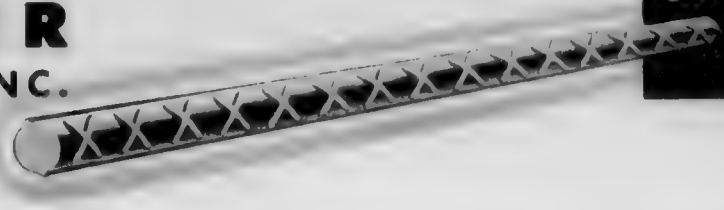
Crick & Sons contract was approximately 99.9 percent complete as of September 27, 1963. Our Construction Division informs us that the only work remaining to be done is the replacement of two signs. It is anticipated that this should be completed in the near future.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

MERCER
STEEL CO., INC.



Reinforcing Steel and Building Specialties

Phone 226-2511
2636 N.W. 26th AVE.
PORTLAND 10, OREGON

October 2, 1963

State of Oregon
State Highway Department
Salem 10, Oregon

Attention: Floyd Query, Secretary

Subject: Oregon State Highway Department Contract 6030
Workman Construction Co.

Gentlemen:

Your correspondence dated August 23, 1963 indicated the subject structure was 100% complete, however, at that time you did not know the date of acceptance by the State.

If you have this information available at this time, we would appreciate your so notifying us.

Sincerely,

Richard D. Hall

Richard D. Hall

RDH/m

Cec,
please reply
FG

NOTED
FLOYD QUERY

RECEIVED
OCT - 3 196
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 27 1963
FOR FILING

6030

August 26, 1963

Glens Falls Insurance Company
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

Contract No. 6030 awarded to Workman Construction Company for structure, grading and oiling Kellogg Bridge on the Elkton-Sutherlin Secondary Highway in Douglas County, was completed on August 17, 1963, and accepted by the Highway Commission on August 26, 1963.

Final payment will be released to the contractor as soon as payment processing can be completed, but not before September 3, 1963.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc Workman Construction Co.
Route 1, Box 30
Canby, Oregon

Edward C. Larkins Agency
609 Mead Building
Portland 4, Oregon

L. H. Young

C. H. Maison
Attn.: John Herr

RECEIVED
AUG 26 1963
FOR FILING
6030

August 26, 1963

Oregon State Highway Commission

Gentlemen:

Work was completed August 17 on Contract 6030. The contract was with the Workman Construction Company for construction of the Kellogg Bridge over the Umpqua River on the Elkton-Sutherlin Highway in Douglas County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective August 26, 1963, and that you concur in this procedure at the Commission meeting on August 29.

It is assumed that if you have no objections to this action and you do not advise me to the contrary I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
P. M. Stephenson
V. D. Wolfe
Ivan Merchant
L. H. Young
C. H. Maison

PMS:er

RECEIVED
AUG 27 1963
FOR FILING
6030

Salem, Oregon
August 26, 1963

Mr. Alan Johansen
Claims Attorney
B U I L D I N G

Collapse of Kellogg Bridge
Elkton-Sutherlin Secondary
Highway #231
Douglas County

I attach hereto a report of my analyses of the cause of the collapse of the Kellogg Bridge over the Umpqua River on the Elkton-Sutherlin Highway, Douglas County on September 22, 1961.

If you have any questions concerning this, I will be glad to discuss the matter with you at any time.

G. S. Paxson
Deputy State Highway Engineer
(Retired)

GSP:hlb
Attach.

cc Forrest Cooper
I. D. Merchant

Collapse of the Holloway Bridge over the Umpqua River

on the Elkton-Sutherlin Secondary Highway

Douglas County, Oregon

Report by G. S. Paulson

The Holloway Bridge over the Umpqua River is on the route of the Elkton-Sutherlin Secondary State Highway No. 231 in Douglas County, Oregon. The Elkton-Sutherlin Highway was, prior to November of 19[illegible], a county road under the control of the Douglas County Court. The State Highway Commission placed this road on the Highway system on November 15, 1931, and since that time has been responsible for [illegible] and operation. By placing this road on the Highway system, the State Highway Commission assumed control of all highway facilities on this road previously constructed by Douglas County.

The Holloway Bridge was built under the direction of [illegible] in 1912. It consisted of three steel truss spans supported on concrete piers and four spans of timber trestle approach. Starting northerly end of the bridge, the first and second spans were each 150 feet long and were steel trusses commonly referred to as through trusses because the traffic was carried between the supporting members and there was an overhead bracing system above the roadway. The third span was a 100-foot steel truss span commonly referred to as a pony truss. The traffic is carried between the two supporting trusses but there is no overhead bracing system. The fourth to [illegible] spans were timber trestle spans with timber handrails but no supporting structures above the top of the deck.

[illegible] was a width of 16 feet between the roadway sides of the trusses with a low timber guardrail on each side of the deck which increased the usable deck width to 16 feet, nine inches.

On September 22, 1961, the northerly 200-foot truss span of the bridge collapsed and fell to the river bed carrying with it a loaded log truck. I did not personally inspect the site immediately after the collapse. My analysis of the cause of the collapse is based on familiarity with the structure, reports from highway personnel who did make an inspection and photographs showing the condition after the collapse.

I became familiar with the bridge immediately after the road was placed on the Highway system in 1931, at which time I was Assistant Bridge Engineer in general charge of construction and maintenance of all bridges on the Highway system. At that time, I made a personal inspection of the bridge. In 1940 as part of a statewide bridge survey, I ordered a complete and detailed investigation in which measurements of every member of the trusses were made and an analysis of the stress caused by loaded vehicles that could normally be operated over the road. This analysis showed that the structure would safely support such loads.

The reports I have seen and the photographs I have examined indicate that the loaded log truck was on the left-hand side of the roadway when it entered the bridge and headed in a direction that would take it still farther toward the left. The reports also show that the truck was loaded with approximately

[illegible] board feet of logs by log scale measure and that the total weight of the vehicle and load was not more that 42,000 pounds. There is further evidence to show that the forward end of one or more of the logs struck the second vertical member of the left-hand truss which was located 40 feet south of the north end of the truss. This truss member consisted of two 6-inch by 1-7/8-inch steel channels having a cross-sectional area of 4.78 square inches. Our analysis showed that a legally loaded vehicle would cause a total stress of 8,900 pounds per square inch in this member and that the allowable stress under customary design procedure was 13,200 pounds per square inch. Had the member not been damaged, it would not have failed. This truss member is in compression under loading and to carry the load it must be straight. The striking of the member by the logs would have bent the member destroying its load-carrying capacity. Without the support of the member, the entire truss would fail and collapse would occur. All the evidence shows that the member was struck by the log load, that it was bent out of line and that it then failed causing the complete collapse of the truss.

Some question has been raised as to the effect of the speed of the truck. This could have had two effects. The faster the speed the greater is the impact of the truck wheels and greater the stress caused. Our analysis took this impact into account so that the stress is the maximum that could be caused by any probable speed of a vehicle. The second effect is in the bending of the truss member.

the higher the speed at impact, the greater would be the bending. Because of the weight of the vehicle and load even at very low speed, the force exerted would be sufficient to bend the member enough to cause failure.

The Kellogg Bridge was built in 1912. At that period, it was customary to use steel pins to connect the individual truss members. Even the members which carried tension only and were never subject to compression were steel bars of adequate size which fitted around the pins. These structures always vibrated and rattled. They were expected to do so. It was no indication of faulty design or lack of load-carrying capacity. The Kellogg Bridge was of this type.

At the time of the detailed inspection in 1940, there was not significant wear on the pins and bolts and no loosening of the members. The inspection reports do not show any development of [illegible]. Neither the members themselves nor their connections were as heavy as would now be used in the design of highway bridges. This would result in increased vibration and in greater downward deflection under load. By present design requirements, a deflection of 3 inches in the 200-foot long span would be permitted. It is doubtful that the Kellogg Bridge exceeded this and certainly not by an amount sufficient to affect its stability.

Until 1960, the approach road from the north was on a curve [illegible] east and the roadway of the bridge at the north end was superelevated or tilted down toward the inside of the curve. The amount of this superelevation was approximately 10 inches across

the .8-foot mile deck. In 1960, the road from the north was rebuilt and, from the end of the bridge northerly for about 100 feet, the approach road was in line with the bridge. Farther north, there was a curve [illegible] the west. This superelevation or tilt had no effect upon the stresses or upon the strength of the truss. It would, in some degree, [illegible] the care needed in steering a vehicle entering the bridge.

In my opinion, based on all data available to me, the collapse of the truss was caused by the failure of the second vertical member from the north on the left-hand side of the bridge. The failure of this member was caused by the bending of the member so that it was no longer in a straight line between its upper and lower connections. The bending of this member was the result of its being struck by the end of a log which was a part of the load of the truck on the span at the time of the collapse.

8/26-65
WJS

RECEIVED
AUG 28 1963
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

6030

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

August 26, 1963

Standard Accident Insurance Co.
620 Oregon Bank Building
Portland 4, Oregon

Attention: Ralph Preston

Re: Simmons v. Wilson et al, and related cases
Our File L-4080
Kellogg Bridge - Loss Date 9/22/61
Assured: State Highway Commission et al

Gentlemen:

As requested by Mr. Charles A. Thomas, insurance adjuster, who has been working on these cases on your behalf, we enclose a report by G. S. Paxson, dated August 26, 1963, relating to the collapse of the Kellogg Bridge. Mr. Paxson was formerly Deputy State Highway Engineer, until his retirement at the end of 1962. He is well qualified as an expert in the field of bridge design and construction, and in the course of his 44 years employment with the Highway Department, has had occasion to investigate numerous cases of bridge collapse. We are enclosing also a copy of a biographical sketch of Mr. Paxson, which was prepared on December 18, 1962, prior to his retirement, and which summarizes his professional experience.

We trust that these documents will be sufficient for your present purposes. For convenience, we are forwarding a copy of this letter, together with enclosures to Mr. Thomas and to Mr. Dudley Walton, whom you have retained to defend the cases pending against Highway Department personnel.

In the event that you wish to use Mr. Paxson as an expert on any of these cases, we understand that he will be available any time this fall, except for the first half of September, and from October 6 through 15.

Yours very truly,

L. I. LINDAS
Chief Counsel

By
ALAN H. JOHANSEN
Staff Attorney

AHJ:ks-enc.
cc: Mr. Chas. Thomas
Mr. Dudley Walton
Mr. G. S. Paxson
Mr. L. I. Lindas

RECEIVED
AUG 28 1963
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. PAXSON

FORM E-1 (REV. 5-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER: 7951-A		WEEK ENDING: 23 August 1963
SECTION: Kellogg Bridge		SECTION PREFIX: 110-3078
HIGHWAY: Elkton - Sutherlin		COUNTY: Douglas
NAME OF JOB: Kellogg Bridge	KIND OF WORK: Struct., [illegible] Grading & Paving	
CONTRACTOR: Wetterau Construction Co.	CONTRACT NUMBER: 6030	FEDERAL AID PROJECT NUMBER: S-216(12)
DATE OF CONTRACT: 2-15-62	DATE WORK STARTED: 3-20-62	ESTIMATED COMPLETION DATE: 8-17-63
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 3 SUPERVISION: 1	SPECIFIED WORK DAYS: 180	WORK DAYS USED: 177
		PERCENT OF TIME ELAPSED: 98.3
PROJECT AUTHORIZATION: $ 694,313.34	ENGINEERING AUTHORIZATION: $ 49,389.18	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100%
EXCLUSIVE OF ENGINEERING: $ 645,196.16	ENGINEERING COST TO DATE: $ 51,945.44	
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 635,116.56	PERCENT OF AUTHORIZATION: 105.2%	
ESTIMATED PERCENT [illegible] UNDERRUN: 1.59%	DATE PROJECT WAS COMPLETED: August 17, 1963	

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
			100%				

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY 18	Clear	0	
MONDAY 19	Pcly Cldy	0	
TUESDAY 20	Clear	0	
WEDNESDAY 21	Cldy	0	
THURSDAY 22	Cldy	0	
FRIDAY 23	Pcly Cldy	0	
SATURDAY 17	Clear	0	

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK	
SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY 17	Completed job.

REMARKS

Job was completed on Sat. 17 August 1963. On Tuesday 20 August 1963 the final inspection of the project was made by Dick Nichols, BPR representative; John Quisner, Asst Div. Engr; and James Childsey, Resident Bridge Engr.

FINAL WEEKLY REPORT

for JAMES E. CHILDSEY

SIGNED _____

Roseburg, Oregon

ADDRESS _____

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

FORM S-133X 50M 3-63

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

RECEIVED
AUG 26 1963
FOR FILING

S-216(12)

60-20

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

August 21, 1963

Mr. A. H. Parsons
Division Engineer
U. S. Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Workman Construction Company completed work on Contract No. 6030, Federal Aid Project No. S-216(12) on the Elkton-Sutherlin Highway in Douglas County on August 17, 1963.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:vt

cc: D. B. Parkes
Floyd Query
C. H. Heinen
L. N. Young

NOTED ON CARD

NOTED
FLOYD QUERY

RECEIVED
APR 1 - 1963
FORM E-30 50M 9-62 43906
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 21, 1963

SUBJECT: Kellog Bridge - Yellow Creek
Elkton-Sutherlin Highway
Douglas County

To: Mr. Lloyd P. Shaw
Assistant State Highway Engineer

BUILDING

Reference is made to a letter dated March 13, 1963, addressed to Mr. R. L. Porter from Mr. Frank L. Hall, Chief Designer. This letter calls attention to the use of vertical slopes with a 36' fallout area from Station 559+76 to Station 561.

The use of vertical slopes in this 124' length is to warp an existing vertical slope into planned 1/2:1 slopes. These slopes are in good sandstone and are expected to stand.

F. D. Morgan
Construction Engineer

NOTED
R. L PORTER

FDM:bjh

RECEIVED
MAR 22 1963
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 50M 6-61 30661

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 13, 1963

REFERRED TO
Shaw
BY DEPUTY STATE HIGHWAY ENGINEER

To: Is this OK?

Mr. R. L. Porter
Deputy State Highway Engineer

SUBJECT: Kellog Bridge - Yellow Creek
Elkton - Sutherlin Hwy
Douglas County

The Kellog Bridge - Yellow Creek Section has been worked up using vertical slopes with a 36' fallout area, Station 559+76 to 561.

Frank L. Hall
Frank L. Hall
Chief Designer

CC: L.H. Young
D. J. Barbee

CONSTRUCTION DIVISION
RECEIVED
MAR 20 1963
NOTED AND FILED

RECEIVED
MAR 15 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 20 1963
FOR FILING

February 18, 1963

Mr. A. M. Parsons, Division Engineer
U. S. Bureau of Public Roads
417 Cottage St., N. E.
Salem, Oregon

re: Completion Erosion Control Work
Kellogg Bridge
Pilot-Sutherlin Highway
Contract #6030, Prefix 110-1070-22, 238
S-2(12)

Dear Mr. Parsons:

The erosion control work on the subject job, authorized in order for State force work dated August 8, 1962 was completed February 8, 1963.

Very truly yours,

Forrest Cooper
State Highway Engineer

By
L. H. Berg
Office Engineer

LHB:lo

cc: Doug Perkins
L. H. Chandler
Construction
Landscape

RECEIVED
DEC 13 1962
FOR FILING

6030

December 12, 1962

Mr. Eugene H. Fisher, Chairman
Kellogg Grange #811
Oakland, Oregon

Dear Mr. Fisher: .

Since talking with you yesterday about the date of opening of the Kellogg Bridge to traffic, I have checked further with our field forces. My latest advice is that we probably will not have the Kellogg Bridge opened to traffic on December 15. We are making every effort to have it open prior to Christmas and if we get proper co-operation from the weather, we may be able to do so.

I will ask our Division Engineer to keep in touch with you as work progresses.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

GSP:hlb

cc Forrest Cooper
L. R. Chandler

RECEIVED
JUL 3 1962
FOR FILING

I-216(12)
6030

Salem, Oregon
June 29, 1962

Mr. R. L. Porter

I hand you herewith a report from Mr. Putnam to Mr. Morgan concerning access and fencing at the Kellogg Grange Hall on the Kellogg Bridge project in Douglas County.

I am sure that our construction has made access to the property very difficult and since the Grange feels the matter is of sufficient importance to acquire additional property in order to remedy the access, I believe we should go along with them in installing the fence and locked gate which they have requested.

G. S. Paxson
Deputy State Highway Engineer

GSP:ms
attach.

cc Mr. Forrest Cooper

RECEIVED
FEB 8 - 1963
FOR FILING

FORM E-30 50M 11-61 40230

5-216 (12)

6020

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 29, 1962

SUBJECT:

To: Mr. R. L. Porter

I hand you herewith a report from Mr. Putnam to Mr. Morgan concerning access and fencing at the Kellogg Grange Hall on the Kellogg Bridge project in Douglas County.

I am sure that our construction has made access to the property very difficult and since the Grange feels the matter is of sufficient importance to acquire additional property in order to remedy the access, I believe we should go along with them in installing the fence and locked gate which they have requested.

G. S. Paxson
Deputy State Highway Engineer

GSP:ms
attach.

cc Mr. Forrest Cooper

Copy To Morgan
with note
7-3-62

NOTED
LLOYD P. SHAW

1-31-63 Barbee is investigating this - had no recollection of it - he will advise by next Tuesday. Shaw

2-6-63 J. Putnam says everything cared for and "bring up" file can be killed Shaw

FORM E-90X—50M—11-61—40291

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon

June 27, 1962

G. S. Paxson ✓

SUBJECT: Access to Kellog Grange Hall
Kellogg Bridge Project
Elkton - Sutherlin Highway

To: F. D. Morgan
Construction Engineer
Salem, Oregon

On June 12, 1962, Mr. G. S. Paxson wrote a letter to this office, a copy of which is enclosed requesting that someone contact Mr. Eugene Fisher concerning access to the Kellogg Grange Hall. Resident Engineer Mursell and I met Mr. Eugene Fisher, Mr. Eldon Fisher, and two other members of the Grange to discuss this matter. We advised them that due to the limited property holdings of the Grange we were unable to change the accesses as shown on the plans. However we would be more than agreeable to change these locations if the Grange acquired additional frontage. Mr. Eldon Fisher owns the adjacent property and we were advised that he was selling to the Grange an additional 60 feet on the south side and 15 feet on the north side.

On this basis we have changed the location of the access points to be constructed and will submit Indentures of Access as soon as the deeds have been recorded so that photostatic copies can be forwarded with the Indentures. In addition to the request for the change of access the group requested that we give serious consideration to construction of a type 3 fence in front of the Grange Hall as shown on the attached sketch. The reason for this request is that the top of the cutbank is approximately 10 feet from the bottom of the stairs leading to the hall and they are worried about children running from the hall over approximately six feet of cutbank and onto the highway. I advised them that this would be a decision which would have to be made by the Salem Office.

They also requested that a fourteen foot gate be installed on the north approach to provide additional protection and require all pedestrians to use the one entrance. We are required by right of way agreement to construct a fence on the Eldon Fisher property to the Grange property on the easterly side of the right of way through this area and if the type 3 fence is approved we will cut short the type 2 on Mr. Fishers line.

It is the opinion of this office that the grange members do have a problem here which did not exist previous to our reconstruction and we

recommend that the fence be installed. I am rather dubious about the benefits of the gate as it will be probably left open most of the time. However we are providing gates in other locations on this project under an extra work order at an estimated cost of $83.00. Based on average bid prices we estimate the type 3 fence to cost $190.00. No additional cost will be involved in the change of access.

Will you please advise this office as to your thinking on the construction of the fence and gate so that we can notify Mr. Fisher of the State's decision.

J. F. Putnam
Ass't Division Engineer

JFP:lf
Attach.
cc: G. S. Paxson

RECEIVED
JUN 28 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 28 1962
FOR FILING

FORM E-20X 50M 2-60 20110

6030

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 28, 1962

To:

SUBJECT: Final Utility Bill
Douglas Electric Cooperative, Inc.
Contract: #6030
Project: S-216 (12)

Memorandum

An audit was made of the charges included in the bill submitted by the Douglas Electric Cooperative, Inc. in accordance with the provisions of the approved Secondary Road Plan.

The total amount of $2,837.65 as claimed by the company is approved for payment and claimed as eligible for Federal participation in accordance with the provisions of the Secondary Road Plan.

C. H. Maison
Auditor

cc: Bureau of Public Roads(3)
L. H. Young
Carl Smith
General Files

DFW:er

RECEIVED
JUN 13 1962
FOR FILING
2-3(6)
6030

Salem, Oregon
June 12, 1962

Mr. L. R. Chandler
Division Engineer
ROSEBURG

Mr. Eugene H. Fisher contacted me this morning concerning access to the Kellogg Grange Hall on the Elkton-Sutherlin Secondary Highway near the Kellogg Bridge. He states that we did not purchase any right of way from the Grange but that we have lowered the grade approximately five feet in front of the Hall and propose to put an access in on each side of the existing building. He says that they only have about 10 feet of property on each side and that it will make a very inadequate access.

Mr. Fisher also stated that there was some possibility that the Grange would acquire additional property from his brother, C. Eldon Fisher, to allow the Grange more parking. I note that we are now providing for an access to the C. Eldon Fisher property about 150 feet south from the Grange Hall, and it might be that some joint access could be made to any additional parking area. Mr. Fisher also said that we had purchased a wider right of way adjacent to the Grange Hall which would be well above the elevation of the highway and he though perhaps we could allow parking on this wider area.

Will you please contact Mr. Eugene Fisher, who I understand lives on the opposite side of the Umpqua River from the Grange Hall and whose address is Kellogg Route, Box 91, Oakland, and see if there is anything we can or should do to improve the condition.

G. S. Paxson
Deputy State Highway Engineer

GSP:ms
cc Mr. Forrest Cooper
Mr. R. L. Porter
Mr. F. D. Morgan

RECEIVED
MAY 29 1962
COMMISSIONERS
FOR FILING

PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

April 18, 1962

AGENDA
MAY 25 1962
2 f - 2
f - 2

Oregon State Highway Commission

Re: Roy W. Simmons v. Delmar Wilson, Howard Roberts and John Doe Wright

Gentlemen:

There has just recently been filed in the Circuit Court of the State of Oregon for the County of Douglas a legal action against Delmar Wilson, Howard Roberts and John Doe Wright, employees of the State Highway Department, in which it is alleged these gentlemen failed to maintain the Kellogg Bridge in an adequate condition and as a result thereof, the bridge collapsed, causing the destruction of Mr. Simmons' logging truck.

Mr. Simmons is seeking damages against the individuals named in the sum of $4,100, together with the sum of $50,000 for putting him out of business.

I presume the $50,000 is anticipated profits Mr. Simmons would have made over the years.

You will note from the name of the plaintiff, that this is the same man the Commission has authorized us to proceed against for the damage done to the Kellogg Bridge by virtue of the improper operation of his truck by Mr. Farson, the driver.

The defense of this action will be turned over to our insurance carrier, but in the interim, we will have started our action against Mr. Simmons and his driver since

NOTED
FLOYD QUERY

our investigation discloses that the bridge fell as a result of this truck running against and damaging several of the upright supports.

I shall keep you fully informed of the progress of this matter.

Very truly yours,

L. I. LINDAS
Chief Counsel

LIL:dc
cc: Forrest Cooper
G. S. Paxson
P. M. Stephenson
R. L. Porter
Tom Edwards
Floyd Query
C. H. Maison
Robert Y. Thornton
John Phillips
I. A. DeFrance

RECEIVED
APR 24 1962

Control 6030

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.

PROJECT REPORT NO.

FORM PR-2 (REV. 6-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

STATE: Oregon

COUNTY: Douglas

PROJECT NO.: S-216(12)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

SR 225 Umpqua River
(Kellogg) Br. Section

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	12-13-61	1.3
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 678,737.00	$ 427,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By _____

ASSISTANT State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By XX C. C. Polk
(Division Engineer)

By: L. R. Backlund
Acting Administrative Manager

Date executed by Division Engineer April 13, 1962

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

April 12, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement signed by a Highway official for the Kellogg Bridge Section, Project No. S-216(12).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:mmb

February 21, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Kellogg Bridge Section, Project No. S-216(12).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:mmb

Oregon State Highway Department

Federal Aid Secondary
Project No. S-218(12)

KELLOGG BRIDGE SECTION OF THE

ELKTON-SUTHERLIN HIGHWAY IN DOUGLAS COUNTY

(Estimate as a basis for project agreement.
Based on low bid prices.)

Salem, Oregon, February 21, 1962

Type Code 5231
Roadway (Sta. 334+00 through Equation 374+50.11=350+21.14 to Sta. 378+00) (Contract No. 6030)

Clearing and Grubbing	All Required			$ 12,000.00
Drainage Excavation, Unclassified	2,300	cu.yds.	$ 2.00	4,600.00
General Excavation, Unclassified	99,100	cu.yds.	0.39	38,649.00
Short Overhaul	403,900	yd.sta.	0.02	8,078.00
Long Overhaul	4,100	C-yd.sta.	0.40	1,640.00
Finishing Roadbed and Slopes	1.10	miles	800.00	880.00
Rounding Cutbanks	3,700	lin.ft.	0.15	555.00
8-inch Corrugated Metal Pipe	130	lin.ft.	2.50	325.00
12-inch Corrugated Metal Pipe	490	lin.ft.	3.50	1,715.00
18-inch Corrugated Metal Pipe	440	lin.ft.	4.50	1,980.00
24-inch Corrugated Metal Pipe	75	lin.ft.	7.00	525.00
36-inch Corrugated Metal Pipe	100	lin.ft.	12.50	1,250.00
12-inch Concrete Pipe	52	lin.ft.	2.50	130.00
6-inch Perforated Metal Drain Pipe, Uncoated	7,000	lin.ft.	2.25	15,750.00
Special Backfill in Drains	1,500	cu.yds.	4.00	6,000.00
Salvaging and Reinstalling Culvert Pipe	140	lin.ft.	3.00	420.00
Metal Guard Rail	1,225	lin.ft.	2.35	2,878.75
Guide Posts, Y-1	18	only	6.75	121.50
Guide Posts, W-2	30	only	6.75	202.50
Type 2 Fence	14	rods	7.00	98.00
Coarse Crushed Material in Base	25,700	tons	2.16	55,512.00
3/4"-0 Material in Base	2,300	tons	3.50	7,210.00
Sprinkling	640	M-gal.	2.50	1,600.00
Preparation of Base	1.10	miles	2.50	275.00
3/4"-0 Material in Binder Course	140	cu.yds.	5.25	735.00
Furnishing and Placing Aggregates	930	cu.yds.	5.50	5,115.00
MC-800 Asphalt	22	tons	60.00	1,320.00
120-150 Asphalt	75	tons	55.00	4,125.00
RS-1 Asphalt	20	tons	70.00	1,400.00
Extra for Oiling Approaches	14	only	40.00	560.00
				$175,889.75

Flagging (57½% of Contractor's Cost)	All Required		$ 1,000.00
Signing (Temporary)	All Required		350.00
Seeding and Mulching	All Required		1,200.00
Slide Removal	All Required		12,000.00
			$ 14,550.00

Utility Work

Work by the Pacific N.W.Bell Co.	All Required		$ 800.00
Work by the Douglas Electric Corp.	All Required		2,500.00
			$ 3,300.00
	Subtotal		$193,539.75
	10% Engr. & Cont.		19,353.25
	Total		$212,893.00

Type Code 1031
Kellogg Bridge (Br. #34514)(Sta. 340+50 to Sta. 348+60)(Contract 6030)

Remove Old Bridge	All Required		$ 10,000.00
Shoring, Cribbing, etc.	All Required		10,000.00
Structural Excavation	750 cu.yds.	$ 7.50	5,625.00
Structural Excavation Below Elevation Shown	25 cu.yds.	30.00	750.00
Furnish 10" BP 42# Steel Piling	860 lin.ft.	5.00	4,300.00
Drive Steel Piles	20 only	100.00	2,000.00
Splice Steel Piles	2 only	40.00	80.00
Class "A" Concrete (1891 cu.yd.)	All Required		140,600.00
Metal Reinforcement (362,200 lbs.)	All Required		47,190.00
Structural Steel (971,300 lbs.)	All Required		194,400.00
Metal Parapet Railing	1,620 lin.ft.	5.00	8,100.00
8-inch Metal Drain Pipe	90 lin.ft.	5.00	450.00
	Subtotal		$423,495.00
	10% Engr. & Cont.		42,349.00
	Total		$465,844.00

Length of Roadway	1.102 miles
Length of one structure	0.153 miles
Total Length	1.255 miles

Cost of Roadway per mile. . . . $193,187.84

Summary of Funds

Description	Total Cost	Federal Funds	State Funds
Roadway	$212,893.00	$134,000.00	$ 78,893.00
Structure	465,844.00	293,000.00	172,844.00
	$678,737.00	$427,000.00	$251,737.00

State Funds for Const: Chap. 175, Laws 1917; Chap 31, Laws 1920; Chap. 529, Laws 1939

State Funds for Maint: Chap. 529, Laws 1939

RECEIVED
APR 2 1962
FOR FILING

6030

March 30, 1962

Workman Const. Co.,
Route 1, Box 30
Canby
Oregon

Gentlemen:

On March 28th we sent you your fully executed copy of contract #6030 awarded to you February 15, 1962, for structure-grading-oiling the Kellogg Bridge Section of the Elkton-Sutherlin Secondary Highway in Douglas County.

The Bridge Division called us this morning concerning a change in the Prefix number as it appears on the cover of the contract. It now reads in error: FAP No. S-216(12) Prefix No. 110-1178. Please correct your copy to read FAP No. S-216(12) Prefix No. 110-1078.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

RECEIVED
MAR 28 1962

FORM E-129
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER

G. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

March 28, 1962

Workman Const. Co.,
Route 1, Box 30
Canby
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #6030, awarded February 15, 1962, for structure-grading-oiling the Kellogg Bridge Section of the Elkton-Sutherlin Secondary Highway in Douglas County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

RECEIVED
MAR 6 1962
FOR FILING

March 6, 1962

Workman Const. Co.,
Route 1, Box 30
Canby
Oregon

Gentlemen:

On February 16th we forwarded to you three copies of contract #6030, which was awarded to you February 15, 1962, for structure-grading-oiling the Kellogg Bridge Section of the Elkton-Sutherlin Secondary Highway in Douglas County.

Will you please return the two copies of the contract to this office with the needed signatures on both the Contract and Bond pages, as no payments can be made on this contract until these copies are completely executed.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

RECEIVED
FEB 27 19..
FORM S-122-X 20M 6-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

6030

D Cook

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 26, 1962

Mr. C. G. Polk
Division Engineer
U. S. Bureau of Public Roads
477 N. E. Cottage Street
Salem, Oregon

Re: Kellogg Bridge
FAP No. S-216(12)
Contract No. 6030

Dear Mr. Polk:

Workman Construction Company began work on the Kellogg Bridge project on the Elkton - Sutherlin Highway in Douglas County, Contract No. 6030, FAP No. S-216(12), on February 20, 1962.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

dl

cc: Floyd Query
J. W. Nash
D. B. Parkes

NOTED
FLOYD QUERY

RECEIVED
FEB 16 1962
COMMISSIONERS
FOR FILING
M. COOPER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM
6030

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

February 16, 1962

Workman Const. Co.,
Route 1, Box 30
Canby
Oregon

Gentlemen:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission, as follows:

Contract #6030, awarded February 15, 1962, for structure-grading-oiling on the Kellogg Bridge Section of the Elkton-Sutherlin Secdy. Highway in Douglas County.

Please execute two of these copies as to contract and bond, and return both copies to this office for execution by the Highway Commission. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT SO IT WILL NOT BE NECESSARY TO RETURN THE FORMS TO YOU FOR CORRECTION.

The third copy of the contract, on the cover of which is stamped "ADVANCE COPY to be Retained by Contractor," is furnished for your information pending receipt of a copy containing the signatures of the State Highway Commission.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

PS: Just a reminder to have your signatures read the same as your names are given on the Contract and Bond pages. Thank you.

dc

RECEIVED
FEB 15 1962
FOR FILING

6130

February 15, 1962

Workman Construction Co.
Rt. 1, Box 30
Canby, Oregon

Gentlemen:

The State Highway Commission on January 17, 1962, accepted your proposal for the Kellogg Bridge Section of the Elkton-Sutherlin Highway in Douglas County for the sum of $599,184.75 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 6030.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms our wire to you of this date.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
R. G. Savage (SIAC)
Frank Morgan
L. H. Young
Ivan D. Merchant
Pacific Bldr. & Engineer, Inc., Seattle
Daily Journal of Commerce, Seattle
Daily Journal of Commerce, Portland, News Room

NOTED
J. Mc C.

DOMESTIC SERVICE

Check the class of service desired; otherwise this message will be sent as a fast telegram

TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE

Check the class of service desired; otherwise the message will be sent at the full rate

FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

WORKMAN CONSTRUCTION CO.
CANBY, OREGON

TELEGRAM

Salem, Oregon
Feb. 15, 1962

Time: 9:00 a.m.

CONTRACT FOR KELLOGG BRIDGE SECTION, DOUGLAS COUNTY, FOR WHICH YOU SUBMITTED LOW BID ON JANUARY 17, 1962, AWARDED YOU TODAY. CONTRACT FORMS FOLLOW SHORTLY.

FLOYD QUERY, SECRETARY
OREGON STATE HIGHWAY COMMISSION

cc: Confirmation
Accounting (5003-900)
Files
Lee Gatlin

fp

RECEIVED
FOR FILE
3-26 (11)
603.

Cross Referenced To:
Cust
Bridges
Geo

January 19, 1962

Workman Construction Company
Route 1, Box 30
Canby, Oregon

Gentlemen:

The State Highway Commission on January 19, 1962 accepted your bid in the amount of $599,184.75 for grading and oiling on the Kellogg Bridge section of Elkton-Sutherlin Highway in Douglas County, which was the low bid received for that job on January 17, 1962.

The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ml

cc: Frank Morgan
L. M. Young
R. G. Savage

RECEIVED
JAN 12 1962
COMMISSIONERS
R. K. SCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

S-216(12)

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM
January 17, 1962

Douglas Electric Cooperative, Inc.
P. O. Box 911
Roseburg, Oregon

Attention: Mr. Walker Admire

Power Line Adjustment
Kellogg Bridge Section
Elkton-Sutherlin Highway
Douglas County
Project No. S-216 (12)

Gentlemen:

Your estimate and sketch map for the adjustment of your facilities on this section of the Elkton-Sutherlin Highway has been approved as of this date. Reimbursement for work done subsequent to January 17, 1962, will be made under the terms of PPM 30-4.

You are hereby authorized to proceed with the work.

Very truly yours,

F. D. Morgan
Construction Engineer

By G. L. Decker

G. L. Decker
Field Construction Engineer

FS:bjh

cc: C. G. Polk
R. L. Porter
L. H. Young
L. R. Chandler
C. H. Malson
Richard Mursell

RECEIVED
JAN 13 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

RECEIVED
JAN 2 1962
FOR FILING

Cross Referenced To:
P Conat
Bridges
Jan

Salem, Oregon
December 29, 1961

Survey Resolution No. 246

Mr. C. G. Polk
Bureau of Public Roads

The State Highway Commission at its meeting on December 8, 1961 adopted a survey concerning improvement of the Myrtle Point Section of the Coos Bay-Roseburg Highway and the North Unit, Kellogg - Bridge-Tyee Bridge Section of the Elkton-Sutherlin Highway. For your information we have attached sketch maps showing the routes of the new sections and a copy of the Commission's resolution adopting the survey (Survey Resolution No. 246).

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:hl

Encl.

RECEIVED
JAN 2 1962
FOR FILING

COPY

Salem, Oregon
December 29, 1961

Survey Resolution No. 246

Mr. Frank C. McKinney
Legal and Right of Way Division

The State Highway Commission at its meeting on December 8, 1961 adopted a survey concerning improvement of the Myrtle Point Section of the Coos Bay-Roseburg Highway and the North Unit, Kellogg Bridge-Tyee Bridge Section of the Elkton-Sutherlin Highway. For your information we have attached sketch maps showing the routes of the new sections and a copy of the Commission's resolution adopting the survey (Survey Resolution No. 246).

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:hl

Encl.

RECEIVED
JAN 2 1962
FOR FILING
4-216(2)
Hwy
Lot 30

December 29, 1961

County Court
Roseburg
Oregon

Gentlemen:

The State Highway Commission at its meeting on December 8, 1961 adopted a survey concerning improvement of the North Unit, Kellogg Bridge-Tyee Bridge Section of the Elkton-Sutherlin Highway. For your information we have attached a sketch map showing the route of the new section and a copy of the Commission's resolution adopting the survey (Survey Resolution No. 246).

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:hl

Encl.

RECEIVED
DEC 26 1961
FOR FILING

Cross Referenced To:
Comet
Bridge
Line

Salem, Oregon
December 22, 1961

BPR authorization to proceed with acquisition of rights of way.

Mr. W. T. Wright
Right of Way Engineer
O F F I C E

As of December 13, 1961, we have authorization of the Bureau of Public Roads to proceed with the acquisition of rights of way for the below described project:

Kellogg Bridge-Yellow Creek Section of the Elkton-Sutherlin Highway in Douglas County. The limits are from Station 342 to Station 587.

L. H. Young
Office Engineer

RECEIVED
DEC 1 1961
FOR FILING

Cross Referenced To:
Court
Bridges
U
Misc

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 12, 1961

SUBJECT: Access Points
Kellogg Bridge-Yellow Creek Section
Elkton - Sutherlin Highway
Douglas County

To: Mr. R. L. Porter
Assistant State Highway Engineer

Office

Attached is a Right of Way map whereon are shown the locations of the points of access to be allowed to various adjacent owners on this project.

These points have been determined by field inspection and occur in areas where the Construction Department has indicated that approaches are permissable by deleting the access denial line. The access points as shown are the minimum number necessary to adequately serve the owners' remaining property.

The file numbers, names of owners, stations of access, and width are as follows:

File Number	Name	Engineer's Station	Side of Highway	Width
34144	George, Perry W.	355+05	Easterly	25 Ft.
		355+35	Westerly	25 Ft.
		359+30	Easterly	25 Ft.
34163	Fisher, Roy	357+50	Easterly	25 Ft.
		362+20	Easterly	25 Ft.
34145	Fisher, C. Eldon	371+30	Westerly	25 Ft.
		380+00	Easterly	25 Ft.
	The above two approaches will connect to the traveled portion of the highway at Engineer's Station 382+55.			
34145	Fisher, C. Eldon	382+70	Easterly	25 Ft.
		382+70	Westerly	25 Ft.

RECEIVED
R/W PARTIES

File Number	Name	Engineer's Station	Side of Highway	Width
34146	Kellogg Cemetery Association	356+80	Westerly	25 Ft.
34165	England, J. H.	415+00	Easterly	25 Ft.
		415+00	Westerly	25 Ft.
		419+45	Westerly	25 Ft.
		421+90	Easterly	25 Ft.
		421+90	Westerly	25 Ft.
		422+80	Easterly	25 Ft.
34166	Hutchinson, J. R.	458+35	Northerly	25 Ft.
34167	Hutchinson, Ida May	510+40	Northerly	25 Ft.
		492+60	Northerly	25 Ft.
		522+60	Northerly	25 Ft.

It is recommended that this line be appraised and negotiated on the above basis. Any variance from the approaches as listed above will be reported to you in a separate letter.

L. I. LINDAS
Chief Counsel

By Walter T. Wright
Walter T. Wright
Right of Way Engineer

DHM:jm

Attachment

cc Mr. L. I. Lindas

Approved: R. L. Porter
R. L. PORTER

RECEIVED

Falls
Calkins
[illegible]
[illegible]

STATE HIGHWAY COMMISSION MEETING

Delegation Sutherlin Chamber of Commerce & representatives from 7 or 8 other areas in northern Douglas County re improvements to Elkton-Sutherlin Hwy., ORE 225.

Date December 8, 1961

Time 1:45 p.m.

Name	City or Town	Capacity
Henry Beckley (speaker)	Elkton	Kellogg Grange, Lions & School ~~Dist~~ Board
Harry Sprague	Sutherlin	C of C of Sutherlin
George Stubbert	"	Lions Club
Elmer Metzger	Roseburg	Douglas County Commissioner

RECEIVED
DEC 1 1961
FOR FILING

November 30, 1961

Oregon State Highway Commission

Gentlemen:

Our survey has been completed on the North Unit, Kellogg Bridge-Tyee Bridge Section of the Elkton-Sutherlin Highway. A public hearing on this section was not required.

You have approved, in Program 7, the sum of $670,000 for right of way and construction on this section. As you know, the Kellogg Bridge recently collapsed under a loaded logging truck, and traffic is presently detoured from Kellogg Bridge to Tyee Bridge by a county road. It is our desire to construct a new structure at Kellogg Bridge and connecting sections as soon as possible.

I would recommend your approval of this survey and authority to purchase the necessary right of way.

This matter will be on the agenda for the meeting on December 8.

Very truly yours,

Forrest Cooper
Acting State Highway Engineer

cc Mr. Tom Edwards
Enclosure
DJB:jd:er

FORM E-20 50M 8-61 84397

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 29, 1961

SUBJECT: Survey Approval Map
North Unit, Kellogg Bridge-Tyee Bridge
Elkton-Sutherlin Highway

To:

Mr. Forrest Cooper
Deputy State Highway Engineer
BUILDING

Attached are 11 copies of the above named survey approval map along with the suggested letter to the Commission.

Tom Edwards
Construction Engineer

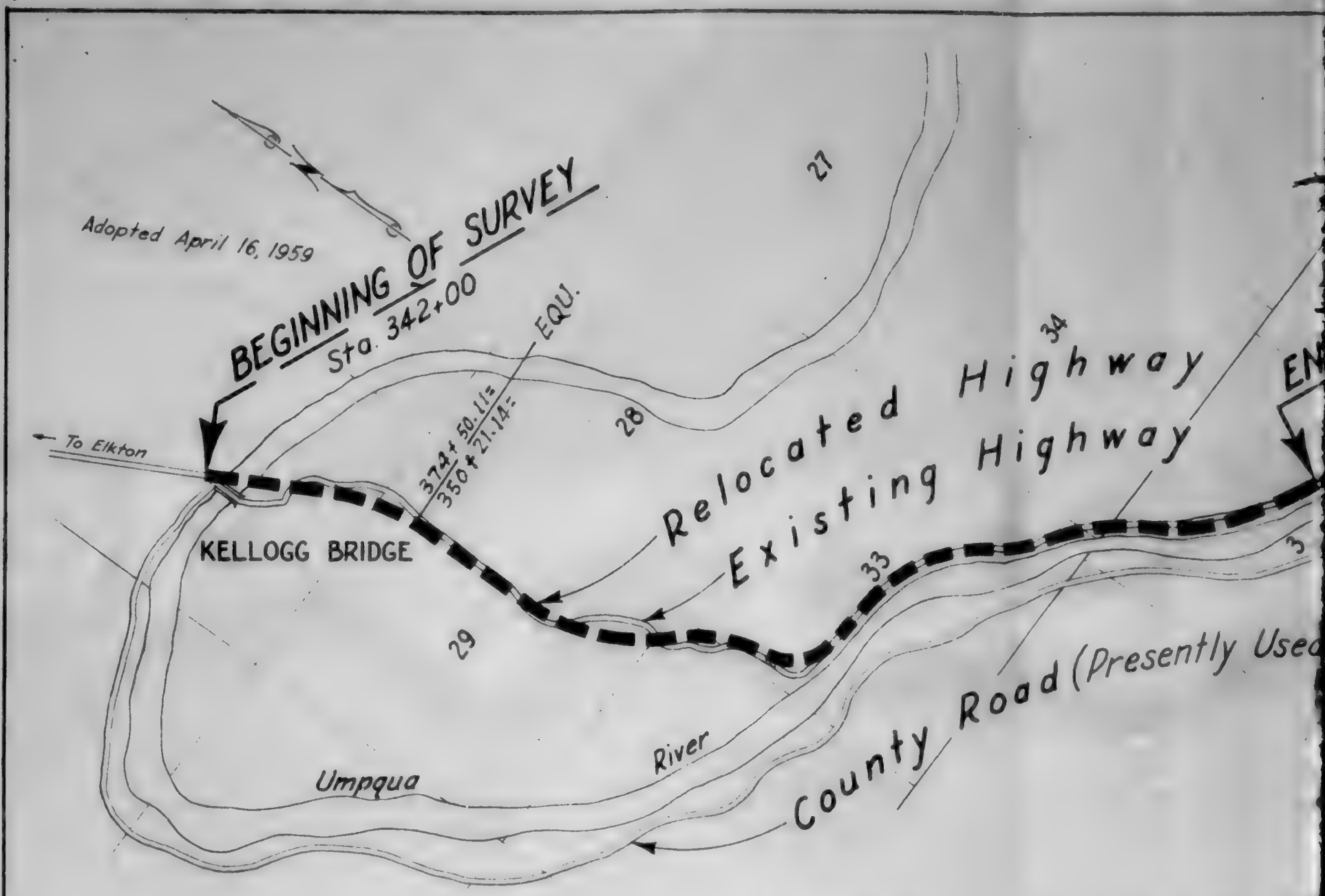
By D. J. Barbee

D. J. Barbee
Asst. Construction Engineer

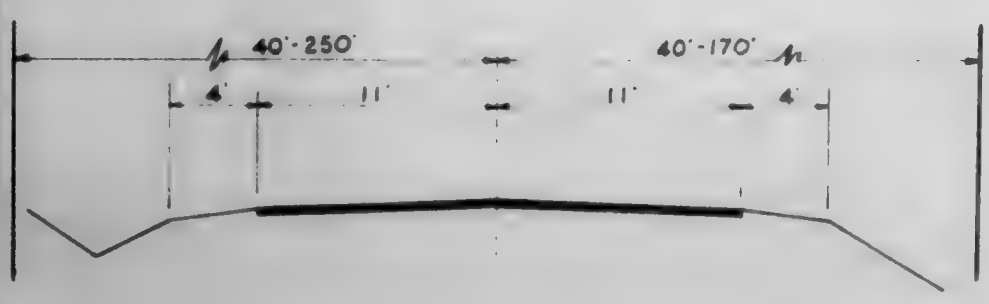
DJB:jd

Attachment

RECEIVED
NOV 30 1961
OFFICE OF
STATE HIGHWAY ENGINEER



TYPICAL SECTION



Public Hearing _____ None Required

System Action

County _____ None Required

State Highway Commission None Required

Bureau of Public Roads None Required

Throughway Resolution Adopted None Required

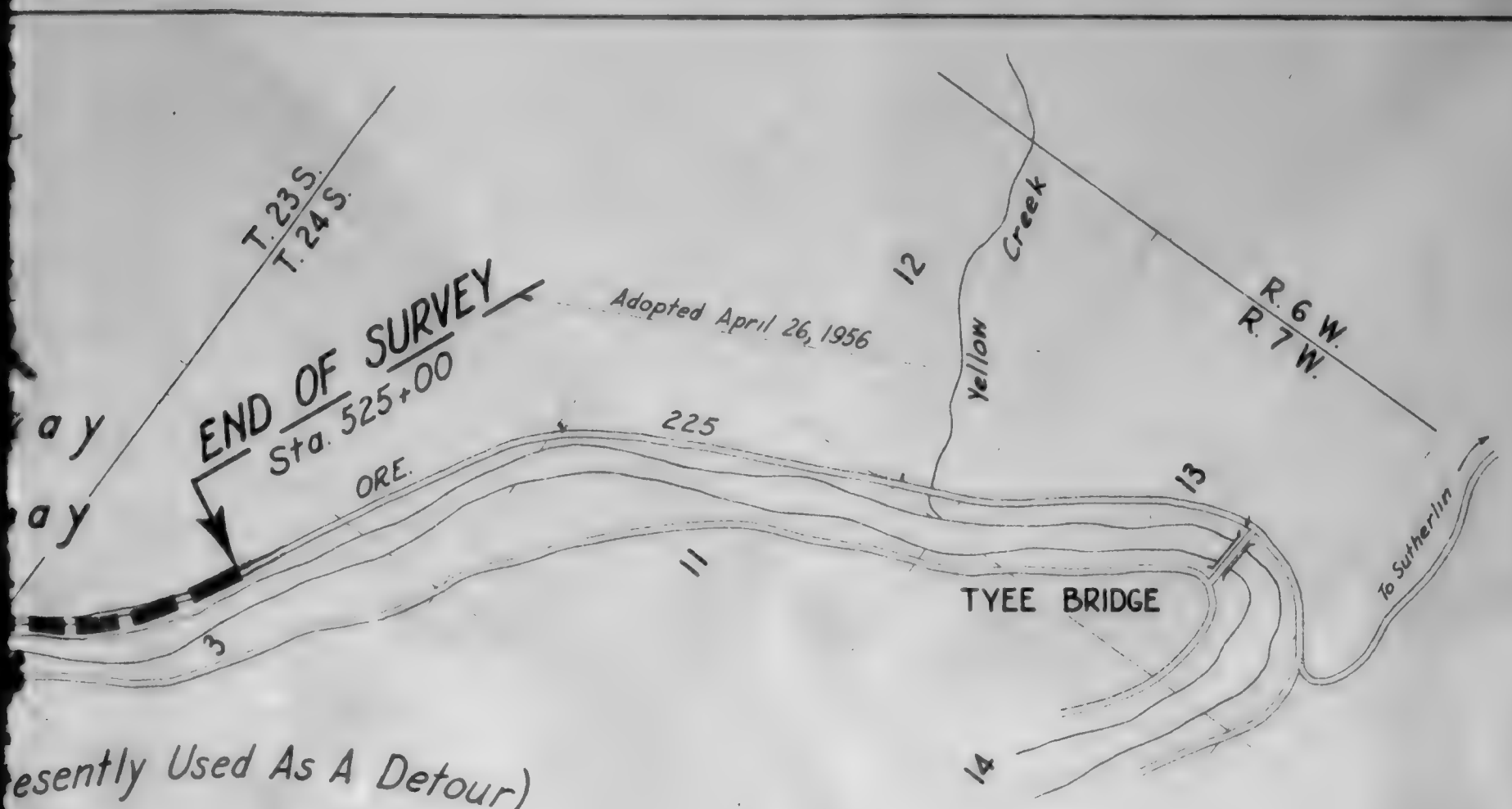
Access Control _____ Limited

APPROVED

DEPUTY STATE HIGHWAY ENGINEER

NOV

DATE



None Required

None Required

None Required

None Required

None Required

None Required

Limited

OREGON STATE HIGHWAY DEPARTMENT

Survey Approval Map

N. UNIT, KELLOGG BR. – TYEE BR. SECTION

ELKTON – SUTHERLIN HIGHWAY

DOUGLAS COUNTY

Scale 2" = 1 mi. Nov., 1961

DRG NO. 1R-5-1535

For Details See Drg. No. 8B-1-10, Apr., 1956; 8B-13-11, Feb., 1959; 8B-23-16, Sept., 1961.

RECEIVED
JAN 12 1962
FOR FILING
SALEM

AGENDA
DEC 8 1961
1:45 DEL.

November 22, 1961

Mr. Harry Sprague
Sutherlin Chamber of Commerce
Sutherlin, Oregon

Dear Mr. Sprague:

In your letter of November 16 you state that representatives of the Sutherlin Chamber of Commerce and seven or eight other areas in northern Douglas County wish to appear before the State Highway Commission concerning improvements to the Elkton-Sutherlin Highway, Route 225.

The next Highway Commission meeting is scheduled for Friday, December 8, and delegations will be heard in the afternoon. Fifteen minutes of time has been reserved for your group, beginning at 1:45 p.m., in Room 419 of the State Highway Building, Salem.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Commissioners
Mr. F. Cooper

FQ:fp

1:45
D

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NOV 24 1961
FOR FILING

COMMISSIONERS
M. [illegible], CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

November 22, 1961

U. S. Department of Commerce
Weather Bureau
P. O. Box 227
Sacramento 1, California

Attention: Mr. J. van de Erve
Western Area Engineer

Gentlemen:

Re: Gaging Station on Kellogg Bridge
over Umpqua River;
Bridge No. 3451A

Your letter of October 13 inquires into the possibility of installing a high water gaging station on the new Kellogg Bridge over the Umpqua River.

At the present time this bridge is in the process of design with a scheduled contracting date of January 17, 1962. I am enclosing two prints each of the partially completed plan and elevation drawings and a sketch on Drawing No. 3451A-A covering a proposed installation at Pier No. 4.

Because of the span arrangements it would not be possible to have a gage on this structure to measure water elevations at all river levels as the river channel at low water flow is entirely confined to the chute in the 200-foot span. Our suggestion as indicated on the plan and elevation drawings would be to bolt a standpipe to the downstream edge of Pier No. 4 with access to the gaging equipment being obtained from a ladder over the handrail and with a platform built at pier top level as indicated on Drawing No. 3451A-A. I believe this pier is out of the main thread of the stream, and that there would be very little probability of damage from drift. A standpipe so located would extend from approximately elevation 180 to the pier top elevation at 211, and would cover the ranges of high water.

Our estimate of cost for this installation would be $1,000 which would be adjusted upon the receipt of bids and firm unit prices for the various items involved in the construction. Your Department would be expected to pay the cost of the installation with the work being done under the contract.

Will you please study the sketches and advise as to your desires in this installation. Any details of the actual installation which you believe necessary will be incorporated in the final installation. It will be necessary for us to have this data not later than December 10 in order

to incorporate the details in the contract drawings. If you decide to proceed with the installation and cannot furnish us the data by that time, it would always be possible to incorporate the installation in the structure at a later date by either a Price Agreement with the contractor or on a force account basis.

Please advise of your desires at the earliest possible time.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

IDM/mm
Enclosure

cc: U. S. Geological Survey
Attention: Mr. Kenneth Philipps

Mr. G. S. Paxson

RECEIVED

GEORGE TRUMBO
President
DR. WARREN KADAS
Vice President
ROY PFEANDER
Secretary
RICHARD BELLIS
Treasurer

Chamber of Commerce

of Sutherlin, Oregon

BOARD OF DIRECTORS
R. G. McBRIDE
O. L. TORREY
ROBERT WILLIAMS
HARRY SPRAGUE
ED BARNES

November 16,1961

Mr Floyd Query
State of Oregon
State Highway Dept.
Salem,Oregon

Dear MrQuery

In reply to your letter written on November 1,1961 regarding our interest in your meeting, I would like to say that we do have a delegation who would like to work with you on your plans for the highway 225 project.

We would like to learn a little something about anything that we may do to assist in your future planning and be better versed on your particular financial situation and if we may anyway possible speed up the project.

Our delegation will be from northern Douglas County and will be from about eight different areas.

Very truly yours,

Harry Sprague

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NOV 20 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 13 1961
FOR FILING
S-214(
6010

November 10, 1961

Oregon State Highway Commission

Gentlemen:

There have been some recent developments in connection with the reconstruction of the Kellogg Bridge and the unimproved sections of the Elkton-Sutherlin Secondary Highway in Douglas County.

I am attaching copies of a letter and map that I sent to the Governor along with a suggested draft of a letter to the Douglas County legislative delegation, which the Governor requested.

I am also attaching a copy of a letter to the Governor from Senator Flegal and Representatives Kelsay and Leiken.

I hand these to you for your information.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

FC:fn

Encl.

cc W. C. Williams

3.75 mi. completed June, 1960

$639,500

To Drain

ORE. 38

ELKTON

29

32

old highway route

To Reedsport

County Road 30

31

T.22S.

T.23S.

6

5

R.7 W.

R.8 W.

UMPQUA RIVER

2.49 mi. completed Oct., 1960
$467,000

Kellogg Br. Section - 1.3 mi.
Est. Cost inc. Bridge
$675,000

To be contracted in early
1962

N. Unit, Kellogg Br. - Ye
Est. Cost
Not sche

Smith Bridge

ORE. 225

ELKTON - SUTHERLIN

Kellogg Bridge

County

Road

8
20
29
32
33

1.90 mi. completed Sept., 1957
$320,000

Jogg Br. - Yellow Cr. Section - 4.0 mi.
Est. Cost $1,000,000
Not scheduled

T. 23 S.
T. 24 S.

34
2
12
Yellow Cr.
13
Bullock
11
3
3

HIGHWAY

Road presently being used as a detour

To Tyhee

County Road

1.90 mi. completed Sept., 1957

$320,000

Completed 1949

12

Yellow Cr.

13

Bullock (Tyee) Bridge

17

To Sutherlin

R. 6 W.

R. 7 W.

11

24

County Road

To Tyhee

RECEIVED
NOV 13 1961
FOR FILING

Cross Referenced To:
Coast
Bridges
4er

November 10, 1961

Honorable Mark O. Hatfield
Governor of Oregon
State Capitol Building
Salem, Oregon

Dear Governor Hatfield:

In accordance with Mr. Nunn's request of November 7 to Mr. W. C. Williams, I am attaching a suggested draft of a letter of reply to Senator Flegel and Representatives Kelsay and Laiken in connection with the construction on the Elkton-Sutherlin Secondary Highway in Douglas County.

In order to clarify this matter for you, I have had the attached sketch map prepared, which I believe will show you the essential elements.

It has been the plan of the Highway Commission to improve a substantial part of the unimproved section southerly from Kellogg Bridge; however, due to a traffic accident, which occurred on September 22, the Kellogg Bridge was destroyed. A look at the map will show you the picture.

The finances involved in this matter were carefully evaluated and it was impossible to find sufficient funds ($1,675,000) to do the entire package at this time. This matter was discussed with the Highway Commission and upon the recommendation of the State Highway Engineer, it was decided to reconstruct the bridge and as much of the adjacent road as funds would permit to get this highway back in service. The section referred to is shown by an interrupted red line on the map.

There is no question but that it would be highly desirable to complete this road; however, no funds are available without a drastic revision of announced programs which would bring serious repercussions from other areas that would be affected by elimination of programmed projects.

I know that the Commission is conversant with the situation and I feel sure that it intends to place this project in its position of importance when future allocations are made. As pointed out in the suggested draft to Senator Flegal, et al, the allocation to this division is only $800,000 annually and it is just not possible to stretch this over all desired and needed projects in the division.

If you wish additional information, I shall be happy to supply it.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

FC:fh

Encl.

cc W. C. Williams

HOME ADDRESS
AL FLEGEL
P. O. Box 1065
ROSEBURG, OREGON

STATE OF OREGON
OREGON STATE SENATE
SALEM

COMMITTEES:
CHAIRMAN: ALCOHOLIC CONTROL
VICE CHAIRMAN: HIGHWAYS
MEMBER: EDUCATION
WAYS AND MEANS

November 2, 1961.

Honorable Mark O. Hatfield
Governor of the State of Oregon
State Capital
Salem, Oregon

Dear Mark:

For a number of years the people of Douglas County have anxiously awaited the completion of one of their " forgotten highways ", namely, # 225, the Sutherlin-Elkton route to the Oregon Coast. We confidently expected to see the completion of this road, with the exception of the two new bridges which will be needed, this year or at the very latest 1962. We are now informed by the Highway Commission, that due to the unfortunate loss of the Kellogg Bridge, completion of the balance of the road must be further delayed as funds originally scheduled for the highway must be diverted to building a new bridge. Again we must be content with the crooked, dangerous, unpaved remaining portion of 225 for another year or two or three. This, despite that fact that building the new road could best be effected while the road is closed for the bridge renewal. Pleas from the Kellogg Grange and the Douglas CountyLegislative delegation have been to no avail.

we three Douglas County legislators take this means of asking you to intercede with the Highway Commission to the end that reconsideration be given to money allotments in relation to the completion of Highway 225 and to assure the people of this county that they can be certain of the completion of the road construction prior to the end of 1962.

Any assistance you are able to give us would be greatly appreciated.

Sincerely,

Al Flegel - State Senator

W. O. "Bun" Kelsay - State Representative

Sidney Leiken - State Representative

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NOV 8 1961
FOR FILING

November 6, 1961

Mrs. Evelyn Protscher, Secretary
Sutherlin Community Grange No. 724
Route 1, Box 169
Sutherlin, Oregon

Dear Mrs. Protscher:

Thank you for your letter of November 2 in which you request that money appropriated for construction work on Highway 225 not be transferred or used for other purposes.

At the present time, the State Highway Department has an appropriation of about $690,000 which will be used for construction of a new bridge at Kellogg and as much roadway as can be financed from this appropriation. This money will not be transferred from the Elkton-Sutherlin Highway.

Thank you for your interest.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

FC:fn

cc W. C. Williams

REFERRED TO
State Hwy Engr

Rt 1 Box 109
Sutherlin, Ore.
Nov. 3rd, 1961

Oregon State Highway Dept.
Salem, Ore.

Gentlemen:

Our Grange would like to go on record by putting in a request that the money appropriated for construction of high way #225 be used to finish this road and not transferred for other purposes.

Fraternally yours,

Sutherlin Community Grange #724

Evelyn Frotscher
Sec.

RECEIVED
NOV 7 1961
OREGON
STATE HIGHWAY COMMISSION

NOTED
FORREST COOPER

RECEIVED
NOV 3 1961
FOR FILING

November 3, 1961

Mr. Richard Scott, Secretary
Sutherlin Lions Club
Sutherlin, Oregon

Dear Sir:

Thank you for your letter of October 27 in which you refer to the matter of construction work on the Elkton-Sutherlin Secondary Highway in Douglas County.

As you doubtless know, the Highway Commission previously planned to build a substantial part of the remaining unimproved section of this road with funds now allocated; however, the unfortunate incident of the loss of the Kellogg Bridge has made it necessary to alter our plans and construct the bridge and a shorter section of road in order to get this highway back into service.

To complete the remaining improvement of this road would require in the neighborhood of $1 million which funds are not available at this time; therefore, completion will have to be postponed until such time as funds are available.

I can appreciate your interest in this matter. I assure you that the Highway Commission will give serious consideration to the completion of this highway when funds are available.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

FC:fn

cc W. C. Williams

LIONS INTERNATIONAL
LIBERTY + INTELLIGENCE + LIONS CLUB + OUR + NATIONS + SAFETY

SUTHERLIN, OREGON

Oct. 27, 1961

W. E. Williams
Oregon State Highway Department
Salem, Oregon

Dear Sir:

As a result of a unanimous vote of the Sutherlin Lions Club, I have been instructed to write to you urging the following:

1. That emergency funds be used for the repair of Kellogg bridge.

2. That the money allocated for the completion of grading of Route 225 be used for that purpose.

Respectfully,

Richard Scott

Richard Scott
Secretary

NOTED

RECEIVED
OCT 27 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 27 1961
OFFICE OF
STATE HIGHWAY ENGINEER

November 1, 1961

Mr. Harry Sprague, President
Sutherlin Chamber of Commerce
Sutherlin, Oregon

Dear Mr. Sprague:

In your letter of October 30 you inquire as to the date of the next Highway Commission meeting so that a representative of your group may be present.

The Highway Commission will meet in Room 419 of the State Highway Building in Salem on Friday, December 8. Delegations will be heard in the afternoon.

In scheduling delegations to appear before the Highway Commission, it is helpful to know what problem or problems the delegations wish to present. The reason for this is so that the Highway Commission or its representative may have time to study the matter beforehand. Please let us know what you wish to discuss, and we can assign a specific time for your group.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM

FQ:jmc

ANNUAL TIMBER CELEBRATION
THE SECOND WEEKEND IN AUG.

THE LITTLE CITY THAT
ALWAYS THINKS POSITIVE.

Chamber of Commerce

Sutherlin, Oregon

October 30, 1961
Chamber of Commerce
Harry Sprague, Pres.
Sutherlin, Oregon

State Highway Planning Comm.
Salem, Oregon

Dear Sir:

The Sutherlin Chamber of Commerce is very much interested in the exact date of your next meeting so that they may have a representative at that meeting.

Will you please notify us of the date and the time that this meeting is to be held?

Thank you for your courtesy.

Sincerely,

Harry Sprague

Harry Sprague, Pres.
Chamber of Commerce
Sutherlin, Oregon

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NOV 1 1961
OREGON
STATE HIGHWAY COMMISSION

In the Timber and Recreation Heartland of the Northwest

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DEC 6 1961
FOR FILING
FRANK E. BOCCI
MARTIN BRANDENFELS

BOCCI & BRANDENFELS
ATTORNEYS-AT-LAW
1365 OAK ST.
EUGENE, OREGON

TELEPHONE
DIAMOND 3-9261

October 24, 1961

REFERRED TO
State Hwy Engr
BY SECRETARY

NOTED
State Highway Engineer

L. W. Rulien
Oregon State Highway Dept.
P.O. Box 1128
Roseburg, Oregon

Re: Roy Simmons

Dear Mr. Rulien:

This is to acknowledge our telephone conversation of Monday, October 23. As I indicated to you at that time, it is Mr. Simmons position that the bridge fell as a result of improper maintenance and construction by the State Highway Department.

Because we are going to hold the State Highway Department or some of its agents responsible for damages i ncurred to my client, it is our position that you can do anything you want with the bridge, and the truck and logs thereon.

We have no desire to spend any money to salvage the truck or the logs and anything you want to do with the bridge is entirely up to you on salvage plans.

If you have any questions regarding this matter, please contact me.

Sincerely,

BOCCI & BRANDENFELS

Martin Brandenfels

Martin Brandenfels

MBBsc
cc: General Counsil
Oregon State Highway Dept.
Salem, Oregon

Copies to Engr
Resident
Stephenson

RECEIVED
OCT 25 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 25 1961
OREGON
STATE HIGHWAY COMMISSION

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...V 7 1961
FOR FILING

BOCCI & BRANDENFELS
ATTORNEYS-AT-LAW
1388 OAK ST.
EUGENE, OREGON
TELEPHONE
DIAMOND 3-8201

October 24, 1961

Late Hwy Engr

L. W. Rulien
Oregon State Highway Dept.
P.O. Box 1128
Roseburg, Oregon

Re: Roy Simmons

Dear Mr. Rulien:

This is to acknowledge our telephone conversation of Monday, October 23. As I indicated to you at that time, it is Mr. Simmons position that the bridge fell as a result of improper maintenance and construction by the State Highway Department.

Because we are going to hold the State Highway Department or some of its agents responsible for damages incurred to my client, it is our position that you can do anything you want with the bridge, and the truck and logs thereon.

We have no desire to spend any money to salvage the truck or the logs and anything you want to do with the bridge is entirely up to you on salvage plans.

If you have any questions regarding this matter, please contact me.

Sincerely,

BOCCI & BRANDENFELS

Martin Brandenfels

MBBec
cc: General Counsil
Oregon State Highway Dept.
Salem, Oregon

MOVED
P. E.

Copies to Cooper
Parsons
Stephenson

RECEIVED
OCT 17 1961
FOR FILING

Salem, Oregon
October 16, 1961

Accident: September 22, 1961
Damage to Kellogg Bridge
MP 07.09 Elkton-Sutherlin
Secondary Highway #231
Roy W. Simmons
Robert C. Farson

Leonard I. Lindas
Chief Counsel

Attention: Leo V. Nuttman, Staff Attorney

We are attaching additional information in regard to accident of September 22, 1961, on the Kellogg Bridge at MP 07.09 on the Elkton-Sutherlin Secondary Highway #231 which involved a loaded log truck owned by Roy W. Simmons.

No. 1 Letter of transmittal from Bridge Maintenance Office-man Howard G. Roberts.

No. 2 Drawing of Bridge made in 1928 and obtained from Douglas County.

No. 3 Log Scale Certificate and scale book by Southern Oregon Log Scaling and Grading Bureau.

No. 4 Log scale made by Earl T. Clark, Oregon State Highway Department employee.

No. 5 Sketch of 200' span that collapsed showing locations of chips of wood left in the steel span.

No. 6 Additional pictures of skid marks on the bridge deck and of the left rear tires on the log truck.

P. M. Stephenson
Assistant State Highway Engineer

WLM:sg
Attachments

cc: F. D. Morgan
W. G. Krueger

RECEIVED
SEP 29 1961
FOR FILING

Salem, Oregon
September 28, 1961

Accident: September 22, 1961
Damage to Kellogg Bridge
MP 07.09 Elkton-Sutherlin
Secondary Highway #231
Ray W. Simmons
Robert C. Farren

Leonard I. Lindas
Chief Counsel

We are attaching Investigation and Report of Damage to Highway Structure, a drawing showing skid marks relative to highway centerline, and 12 pictures concerning damage to the Kellogg Bridge over the Umpqua River at mile point 07.09 on the Elkton-Sutherlin Secondary Highway #231. The damage occurred at 8:30 A.M. on September 22, 1961, as a result of an accident involving a loaded sole log truck. The truck was a 1951 G.M.C., Oregon license T142-935, owned by Ray W. Simmons of 428 "L" Street, Springfield, Oregon, and driven by Robert C. Farren of 827 South 6th Street, Cottage Grove, Oregon. Insurance on the vehicle was carried by Oregon Automobile Insurance Company through their agent, Hall and Listen of 405 Main Street, Cottage Grove, Oregon.

Information shown on the Report of Damage is a preliminary report as investigation is still being made. Additional information, including the amount of damage, will be submitted as received by this office.

We recommend a claim against Ray W. Simmons, Robert C. Farren, and/or their insurance carriers for recovery of the amount of damage.

P. M. Stephenson
Assistant State Highway Engineer

MMMteg
Attachments

cc: I. A. DeFrance
F. D. Morgan
J. L. Gunter
W. G. Kreeger

RECEIVED
OCT 24 1961
FOR FILING

Salem, Oregon
October 23, 1961

Mr. Ivan D. Merchant

Kellogg Bridge
Elkton-Sutherlin
Secondary Highway

Herewith copy of a request from the United States Department of Commerce for a stream gaging well to be incorporated in a pier of the new Kellogg Bridge. I note that they ask for a well 24 to 36 inches in diameter, which seems larger than we could possibly accommodate.

Will you please let me know what kind of piers we propose and whether such a well could be built.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

UNITED STATES DEPARTMENT OF COMMERCE
WEATHER BUREAU
AREA HYDROLOGIC ENGINEER
P. O. Box 227
Sacramento 1, California
October 13, 1961

REFERRED TO
Dixson
By State Highway Engineer

Mr. W. C. Williams
Oregon State Highway Engineer
Salem, Oregon

Subject: Highway Bridge over Umpqua River near Kellogg, Oregon

Dear Sir:

Would it be possible for your office to incorporate a river gaging well in the pier of the new bridge being planned to replace the recently damaged Kellogg Bridge (State Highway 225)?

The Weather Bureau, with the assistance of the Douglas County Water Resources Survey and the U. S. Corps of Engineers operated a wire-weight type river gage on the Kellogg Bridge. The gage was installed by the U. S. Geological Survey on October 3, 1955. The gage was read by a nearby resident, who telephoned reports for use in the flood forecast program of the Weather Bureau, and the flood fight programs of the County and Corps of Engineers.

Mr. Ben Irving of Douglas County will plan to remove the present gage before the remaining span is salvaged. In the meantime, we are trying to make plans so that river stage reports can be obtained during highwater periods.

The preferred permanent arrangement would be for a float well to be incorporated in a bridge pier (perhaps 24" to 36" in diameter), with perhaps 4" intake holes at the bottom to allow water in the well to rise and fall with the river stage. You already have wells of this type in other bridges. District Engineer Ken Phillips of the U. S. Geological Survey, Portland, could advise on this subject. We would be glad to work with you further toward provision of a well for a float-actuated remote reading river gage.

NOTED
P. M. STEPHENSON

Sincerely yours,

J. van de Erve
Western Area Engineer

RECEIVED
OCT 16 1961
OREGON
STATE HIGHWAY COMMISSION

cc: WBAS Medford
Douglas County: Mr. Ben Douglas
USGS Portland
RFC Portland
USBO, Portland, Mr. Pederson
River Services Section, WASH,D.C.

NOTED
P. M. STEPHENSON

RECEIVED
OCT 16 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 23 1961
FOR FILING

Salem, Oregon
October 18, 1961

Mr. W. C. Williams

Mr. Forrest Cooper

Commissioner Metzger of the Douglas County Court stopped in the office this morning specifically to hand me the two attached newspaper clippings. He indicated that he had promised Charles V. Stanton, editor of The News-Review, Roseburg, he would do this.

Mr. Metzger indicated that the County Court is not attempting to pressure the State, as is suggested by the articles.

Victor D. Wolfe
Administrative Assistant

VDW:ms
attach.

Diversion Of Road Funds To Build New Bridge Irks Kel

By JERRY CORNELL
News-Review Staff Writer

The people in Kellogg are angry.

And from the looks of things, they will stay angry for a good many months.

Source of irritation is the Kellogg Bridge — or rather the nonexistence of the bridge since a span on it collapsed Sept. 22.

Cause of the collapse, while still undetermined by an investigating board, will undoubtedly be argued over many a warm fire in the Kellogg vicinity during the winter's rains.

But whether a logging truck on the bridge when it collapsed caused it to go or whether it just gave up because of old age is not the important factor.

Inconvenience Continued

"It means the continued inconvenience we have at the present time," J. B. Rader, master of the Kellogg Grange said.

"There isn't anything that's not affected. You have to travel 15 miles before you even get started now."

A particularly sore spot was created after the bridge span collapse and the state Highway Department announced it would switch funds for the grading of the Yellow Creek - Kellogg Bridge section of Highway 225 for the construction of a new bridge.

The road in question is approximately five miles in length, is gravel and is in many spots, quite rough.

"I feel there should be other money appropriated for the bridge," Rader said. "We need the road and bridge both. We've needed it for years.

"I've been traveling this road for 79 years," he said.

"I feel we've been neglected for years by the state."

Ferryman Speaks

Charlie Madison, who built ferries for people in the area to use before several of the bridges spanning the Umpqua were built added his opinion.

"There is no excuse whatsoever for not having the road done," he said. "It's really quite a thing when the bridge falls down before the road is built.

"The state has been surveying for the last three or four years. And now they're going to build the bridge.

"I don't think there's any excuse for this.

"You know they hauled gravel in trucks and trailers across the bridge — a bridge built for horses and buggies. It never was made for that type of use," he said.

Madison and his son, Kenneth, who have farms on both sides of the river and must now travel about 14 miles between them, are solving part of the problem themselves.

This week they were constructing a 12-foot boat to carry them across the river.

People Unhappy

The Roseburg office of the state Highway Department couldn't estimate how long it will take to build the new bridge, and compounding the dissidence, residents feel that since the money was set aside for the paving of the road — it should be paved, not forgotten.

"We don't think they should take that money away to build the bridge," Eldon Fisher said. "That money should come from emergency funds some way.

Fisher, with his brother, Eugene, has two farms — one on either side of the river. Both work cooperatively by sharing machinery and aid.

A trip of only a few miles between the two farms has been lengthened to 18 miles. Eugene, who runs a prune dehydrator has a helper who before the bridge collapse made a trip of two miles to come to work. Now he comes 20 miles.

Another resident who lives within several hundred yards of the old structure has two farms—one on either side of the river.

Sheep Must Wait

Perry George who lives on the Roseburg side of the river said he has sheep he must tend on the other side.

"It normally was a 10-15 minute trip," he said. "Now it takes me all of an hour. That road is not in shape to travel fast. It is rough and part of the way it is one-way. It's a lot of nuisance.

"I think they should put a span across if nothing else so people can walk across — and they can do it quickly.

"They'll just neglect us for a whole year if they can do it—that is, if they can build a bridge in a year.

"And I don't like them switching funds either. We've waited long enough for that road," he said.

Children Affected

Other things are affected by the situation. School children must arise earlier in order to catch the bus which has to come on the detour road and cross the Tyee Bridge. They get home later—Sometimes near 5 p.m.

Sunday school for children in the Kellogg area was held in an old schoolhouse on the Elkton side of the river. Now it is being held in the Kellogg Grange Hall on the Roseburg side.

The Grange, which formerly met twice a month, has had to limit its meetings to once a month so its 60 to 65 members won't have to travel so far and use the detour road so often.

Business for the
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Eldon Fisher no

d Funds To Build New Bridge Irks Kellogg Residents

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Business for the farmers is affected when they have to depend on both Roseburg and Elkton for supplies.

Eldon Fisher noted he bought some calves from a neighbor. He had to get a truck to haul them at his brother's farm, take them to Elkton to be weighed and come home — a trip, he said, of 102 miles.

"It's a continuing experience for us," he said, "not just a news item."

A CHANCE TO SAVE

By Charles V. Stanton

The Oregon State Highway Commission is being urged to treat the recent collapse of the Kellogg Bridge as an emergency matter and to rebuild the bridge simultaneously with the construction of the Kellogg-Yellow Creek section of the road.

It is my personal opinion that failure to do so would be a great waste of time and taxpayer money.

The Highway Commission has planned to grade and surface the last unfinished piece of Highway 225. The unfinished portion is between Kellogg and the end of the pavement at Yellow Creek. More difficult sections of the road have been regraded and paved. Except for the five-mile piece of road, the Sutherlin-Elkton portion of 225 is an exceptionally fine secondary highway.

The development program calls for completion of grading and paving of the road in 1962. Final development included reconstruction of the old Kellogg bridge. It was planned, however, that a new bridge would be a last phase of the project, and that the old bridge would serve as a detour until a new river crossing could be built.

Grange Protests

The planning was good. Unfortunately, however, the old Kellogg bridge didn't wait for construction of the Yellow Creek section of road and its own service as a detour.

Last Sept. 22 the west end of the bridge collapsed. What caused the collapse has never been fully explained. A logging truck and a passenger automobile were on the bridge when it fell. Fortunately no one was killed, which seems almost a miracle.

Traffic now is moving over the Madison road between Tyee and the northwest side of the river, across from Kellogg. But the route is narrow and crooked — a typical county road — and inadequate to handle highway traffic volume.

The Highway Department, has indicated its plans to take money previously allocated to Yellow Creek road building and apply it to reconstructing the bridge.

In reply to the announcement of that plan, a letter has been addressed to the Highway Commission by Kellogg Grange No. 811.

The letter is as follows:

Kellogg Grange, No. 811, has discussed at length the Kellogg bridge situation and the completion of Highway 225. The loss of the bridge is a tragedy and has caused acute problems in our area, as well as a loss to the entire area of southwestern Oregon. The new bridge, we understand by press reports, is to be built during 1962.

Based upon your letter to our Grange, Sept. 6, the road is to be completed during 1962. Loss of the bridge is an emergency; therefore funds for a new bridge should be considered as emergency funds, other than those previously allotted for road construction.

Good Opportunity

The almost complete absence of traffic on this section during this time of bridge construction would be of considerable aid to the contractor while grading and surfacing the approximately five miles remaining to be realigned and surfaced.

Therefore the Grange and people of our area strongly urge that emergency funds be allocated to build the bridge, and that the road construction also be completed during the year 1962 from funds already allotted for this purpose.

In addition to the appeal by the Grange, I am informed, the Highway Commission also has been urged by the Douglas County Court to undertake both the bridge replacement and road construction projects simultaneously.

It would seem apparent that the two projects can be completed simultaneously at much less cost than would be incurred were they to be done separately.

A contractor must assume a great deal more cost when it becomes necessary for him to maintain a road for travel while realigning the grading. The new section of 225 between Yellow Creek and Kellogg reportedly will follow closely the existing road. It isn't one of those cases where the old road can be used while a new one is being built at another location.

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Because of the opportunity now existing to build the road with very little traffic interference, a contractor would be able to build the road at much less cost than if forced to maintain a detour.

Collapse of the Kellogg bridge created an emergency. Emergency funds should be made available for its replacement.

The opportunity for a saving of taxpayer money and road usage revenue should be utilized.

MCE RSB 35 10-4-61 1 30 PM

I A DEFRANCE

RE KELLOGG BRIDGE

COUNTY IS ONLY INTERESTED IN THE 100 FOOT PONY TRUSS SPAN ON SOUTHERLY END OF STRUCTURE. THE REMAINDER IS TOO LIGHT AND TO NARROW FOR UTILIZATION ON COUNTY ROADS. PLEASE ADVISE IF WE WISH TO DISPOSE TO THE COUNTY THIS PORTION ONLY OR DO WE DESIRE TO AUCTION OFF THE WHOLE STRUCTR FOR SALVAGE. COUNTY WAS NOT TOO CONCERNED EITHER WAY BUT WOULD LIKE TO KNOW DECISION.

REPLY REQUESTED

PUTNAM
LF :, --.

NOTED
H. W. HUGHLETT

NOTED
J. A. PHILLIPS

.RSM

MSB MCE 28 10-4-61 235PM

J F PUTNAM

REGARD KELLOGG BRIDGE
PLEASE ADVISE COUNTY THAT THE 100' PONY TRUSS WILL BE AVAILABLE FOR THEIR USE. STATE WILL HAVE CONTRACTOR DISMANTEL, MATCH MARK AND STOCKPILE THE 100' SPAN. BALANCE OF STEEL WILL BE REMOVED AND SOLD AS SALVAGE.

MW H W HUGHLETT

JRE
4.

NOTED
P. M. STEPHENSON

RECEIVED
1961
STATE HIGHWAY ENGINEER

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
October 9, 1961

SUBJECT: Salvage Kellogg Bridge
Highway 225

To: I. A. DeFrance
Maintenance Engineer
Salem, Oregon

Forwarded herewith are several copies of the request from Douglas County for the existing 100 ft. pony truss of the Kellogg Bridge over the Umpqua River. They stated that the existing structure is too narrow and too light for them to utilize on county roads.

Mr. May has been advised that the structure would be salvaged by the state contractor when the contract is let for the new construction.

J. F. Putnam
Ass't Division Engineer

JFP:lf
Attach.

Copy to
Ivan Merchant - Bridge Dept
P. M. Stephenson
H. S. Paterson
H. S. Cox County - City

NOTED
H. W. HUGHLETT

RECEIVED
OCT 16 1961
STATE HIGHWAY ENGINEER

[redacted]

DOUGLAS COUNTY ROAD DEPARTMENT
Room 219 Court House
ROSEBURG, OREGON

October 6, 1961

Mr. Frank Morgan
Division Engineer
Oregon State Highway Dept.
Roseburg, Oregon

Re: Kellogg Bridge

Dear Mr. Morgan:

Douglas County Court has discussed the matter of salvage of steel in the existing Kellogg Bridge on Highway #225 and can find a place for the 100 foot pony truss span. The Court has no interest in the rest of the structure.

Very truly,

AMM/hb

Al. M. May
County Engineer

RECEIVED
OCT 13 1961
OFFICE OF
MAINTENANCE ENGINEER

RECEIVED
OCT 24 1961
FOR FILING

October 23, 1961

Hon. Al Flegal
State Representative
Post Office Box 1065
Roseburg, Oregon

Dear Mr. Flegal:

I am sending you a blind copy of a letter to Mr. Eugene H. Fisher, of the Kellogg Grange #811, which more or less explains the situation with respect to the Elkton-Sutherlin Secondary Highway.

The cost of completing the entire unit, not counting the Smith Bridge, is estimated at $1,675,000, which amount of money just is not available at this time.

Kindest personal regards.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

FC:fn

Encl.

October 23, 1961

Mr. Eugene H. Fisher, Chairman
Highway Committee
Kellogg Grange #711
Oakland, Oregon

Dear Mr. Fisher:

On a recent visit to my office, we discussed the matter of financing the construction of the unimproved sections of the Elkton-Sutherlin Secondary Highway in Douglas County. This matter has been the subject of correspondence between you and Mr. Williams and it appears that some misunderstanding may have existed. I will not review the matter of previous highway plans which were altered by the loss of the Kellogg Bridge, as I am sure that you are familiar with these details.

Funds are not available at this time for completion of the remaining grading and paving work on this road and the construction of the Kellogg Bridge. The estimated cost of this work is in excess of $1½ million. In order to put the road back into service, it appears that the only feasible thing to do in view of the limited funds available is to construct the new Kellogg Bridge and as much roadway southerly of the bridge as funds will permit.

At the present time, the Highway Commission has an allocation of $670,000 for construction of this road plus an additional $20,000 for right of way and other items. It appears that this sum of money will construct the bridge and grade and surface a project of a total length of a little less of 1½ miles. This will leave approximately four miles of fairly heavy work that will have to be financed out of future funds. Secondary highway funds are quite limited and I cannot tell you when additional work will be scheduled. The Highway Commission is quite cognizant of the need for completing this road and I am sure it will give careful consideration to it when future programs are being formulated.

As I explained to you at our meeting, funds for this highway come from the secondary allocations, which funds could not be used on such roads as Highway 42, as federal regulations will not permit this shifting of funds.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

FC:fn

bc Hon. Al Flegal
W. C. Williams

ELKTON
Elk
Cr.
To Drain
HWY.
UMPQUA
To Scottsburg
29
30
31
32
5
6
T.22S.
T.23S.
R. 7 W.
R. 8 W.
Future

Kellogg Bridge Section
1.3 Miles
Est. Cost inc. Bridges
$675000

Previously constructed →

To be contracted in early 1962

Umpqua River

Smith Bridge

8

17

20 Kellogg Bridge

Kellogg

29

32

33

Sta. 377+

N. Unit Kellogg - Yellow Cr. Sec.
40 Miles
Est Cost $1,020,000
Not scheduled

Previously constructed

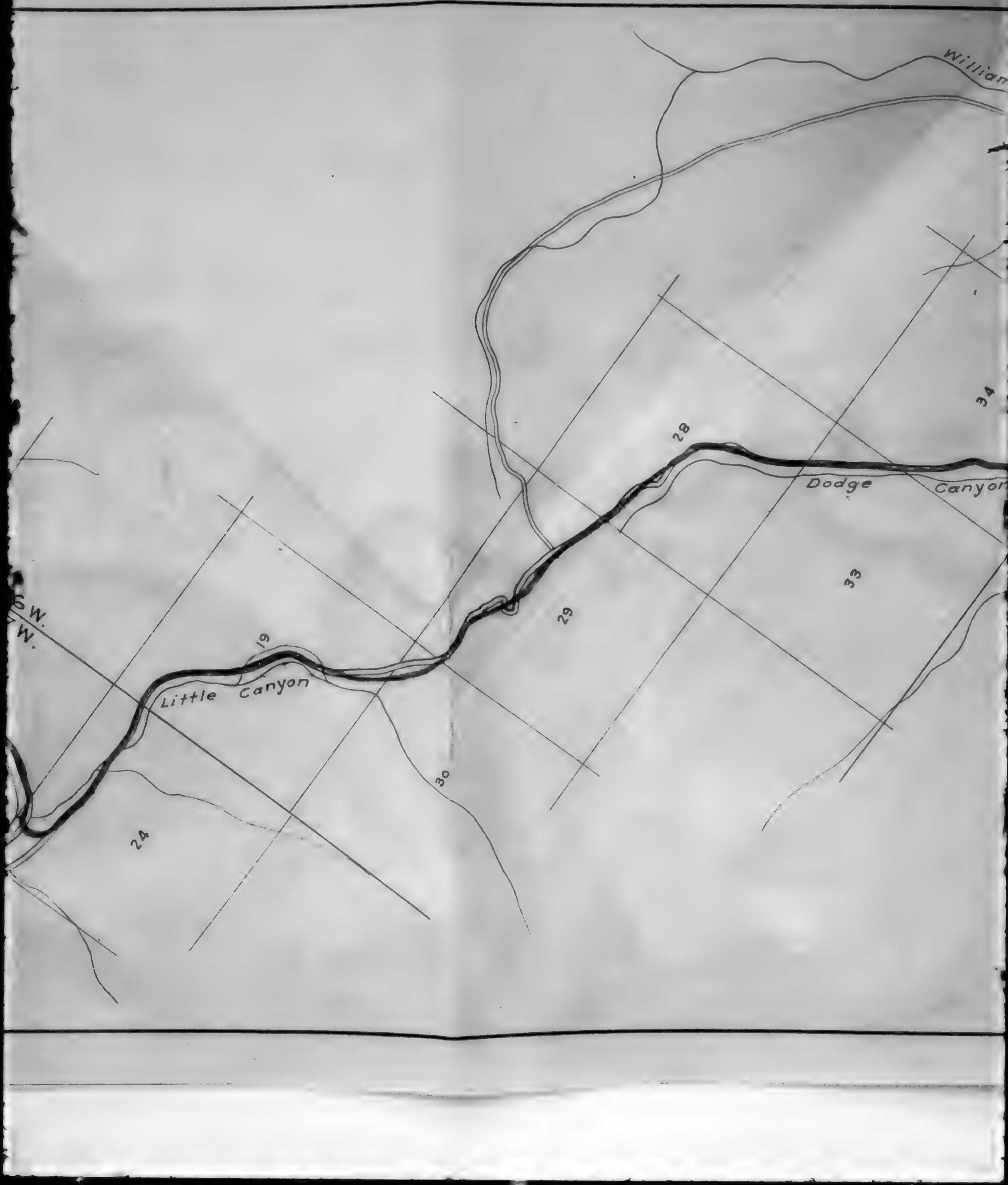
Std. Alignment

Yellow Cr.

T. 23 S.
T. 24 S.

R. 6 W.
R. 7 W.

34
2
12
13
11
3


William
28
34
Dodge
Canyon
33
29
19
Little Canyon
30
24
6 W.
W.

13

14

11

2

3

10

3

34

T. 24 S.
T. 25 S.

Calapooya Cr.

Stephens

Williams Cr.

Canyon

OREGON STATE HIGHWAY DEPARTMENT

Sketch Map

ELKTON-SUTHERLIN HWY.

DOUGLAS COUNTY

Scale 2" = 1 Mile

Feb. 1937

RECEIVED
OCT 19 1961
FOR FILING

October 18, 1961

Mr. Eugene H. Fisher, Chairman
Highway Committee
Kellogg Grange #311
Oakland, Oregon

Dear Mr. Fisher:

I write this in reply to your letter of October 11 in which you refer to the completion of Highway 225, the Elkton-Sutherlin. Our letter to you of September 6 stated that the Highway Commission planned to award the construction contract on the remaining unimproved section of this road, the work to be completed in the 1962 season.

The unfortunate incident of losing the Kellogg Bridge has changed the picture. I have made a careful evaluation of our funds and find that it will be impossible to complete all of the grading and surfacing work and the bridge at this time. For this reason, it will be necessary to construct the bridge with the necessary approach sections and complete the remaining work at a later date when more funds are available.

All highway construction funds are allocated for needed projects, and there is no "emergency fund". Projects such as work on the Elkton-Sutherlin are financed by the use of federal funds with the State matching. All available funds are now programmed.

Very truly yours,

W. C. Williams
State Highway Engineer

cc to: Mr. Forrest Cooper
Mr. R. L. Porter

FC:fn ae

REFERRED TO
State Hwy Engr.
BY SECRETARY

(The letter of Sept 6 was written by F. Cooper)

REFERRED TO Cooper
By State Highway Engineer

Kellogg Grange #811
Oakland, Oregon
October 11, 1961

Oregon State Highway Commission
Salem, Oregon

Dear Sirs: Re: Highway 225

Kellogg Grange #811 has discussed at length the Kellogg bridge situation and the completion of Highway 225. The loss of the bridge is a tragedy and has caused acute problems in our area, as well as a loss to the entire area of Southwestern Oregon. The new bridge, we understand by press reports, is to be built during 1962.

Based upon your letter to our Grange, September 6, the road is to be completed during 1962. Loss of the bridge is an emergency, therefore funds for a new bridge should be considered as emergency funds, other than those previouly allotted for road construction. The, almost complete, absence of traffic on this section during the time of the bridge construction would be of considerable aid to the contractor while grading and surfacing the approximately 5 miles remaining to be realigned and surfaced.

Therefore the Grange and people of our area strongly urge that emergency funds be allocated to build the bridge, and that the road construction also be completed during the year 1962 from funds already allotted for this purpose.

Very truly yours,

Eugene H. Fisher

Eugene H. Fisher, Chr.
James Connon
Howard Carnes
Highway Committee Kellogg Grange #811

RECEIVED
OCT 13 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 13 1961
OFFICE OF
STATE HIGHWAY ENGINEER

FILED
FOREST COOPER

RECEIVED
OCT 13 1961
FOR FILING

COMMISSIONERS
M. R. McIVER, CHAIRMAN, PORTLAND
KENNETH N. FRIDLEY, MEMBER, WASCO
GLENN L. JACKSON, MEMBER, MEDFORD
FLOYD QUERY, SECRETARY, SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
OCT 10 1961
OFFICE OF
STATE HIGHWAY ENGINEER

October 9, 1961

Mr. Dan P. Allen, Executive Secretary
State Committee on Natural Resources
124 Capitol Building
Salem, Oregon

Dear Sir:

Late Friday afternoon you asked me for information concerning the Highway Department's plans for completion of the Elkton-Sutherlin Secondary Highway, Oregon Route 225, to be used in connection with a speech you are preparing for the Governor to deliver in Roseburg tomorrow. You also indicated that other highway projects contemplated in the Roseburg vicinity would be of interest.

With respect to Oregon 225, it was contemplated that a project would be let sometime next Spring to improve the 4 miles between Kellogg Bridge and Yellow Creek. However, the recent collapse of this bridge due to a logging truck accident obviously made it necessary to revise our program. Therefore, the present plans are to let a project next February for construction of a new bridge across the Umpqua River to replace the collapsed bridge. This project will include approximately 1.3 miles of roadway at a total cost of approximately $700,000.

The Highway Commission will soon consider again programming the 4 mile section extending from the southerly end of the Kellogg Bridge section to Yellow Creek, which project will consist of grading, paving and minor structures and is estimated to cost approximately one million dollars. In all probability this project could not be scheduled for letting until after fiscal year 1964 Federal-Aid funds become available in August or September 1962.

The final link in completing the reconstruction of Oregon 225 includes a reconstruction of the Smith Bridge over the Umpqua River. This project is estimated to cost $443,000 and is expected to be included in some future program by the Highway Commission, although not necessarily in its next 2-year program.

In addition to the above concerning Highway 225 in which you were primarily interested, there will be contracted during the calendar year 1962 a project involving a new connection from the new Washington Avenue Bridge over the South Umpqua River, currently under construction by Douglas County, to Interstate 5, which project including right of way is estimated to cost $318,000.

It is hoped that the information given may be of assistance to you.

Very truly yours,

R. B. Sipprell
Director of Permits

NOTED
P. M. STEPHENSON

RBS:cl
cc - P. M. Stephenson

FORM E-30X—30M—6-61—26662

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 9, 1961

SUBJECT:

To: Mr. R. B. Sipprell
Director of Permits
O F F I C E

In accordance with a request from Mr. V. D. Wolfe this date, I furnish you herewith with facts relating to proposed highway work in the Roseburg area for the purpose of furnishing the Governor basic information to be used in a speech in the area in the near future. It is proposed:

1. To let Kellogg Bridge Section, construction of a bridge across the Umpqua and approximately 1.3 miles of roadway, in February, 1962 at a cost of approximately $700,000.

2. To consider letting a section from the southerly end of Kellogg Bridge Section to Yellow Creek after additional funds become available in September, 1962. Estimated cost of this project is $1,000,000 and consists of 4 miles of grading, paving and minor structures.

3. Program in future programs the reconstruction of Smith Bridge which will complete the Elkton-Sutherlin Highway. Estimated cost $443,000. First funds possibly available for dedication to this work would be in 1966.

4. Connection of the Washington Street Bridge across the Umpqua with the Interstate will be contracted during the calendar year 1962. The cost of this project, including right of way, is approximately $318,000.

5. Work on the Coos Bay-Roseburg Highway will continue and it is expected that during the coming year the section from Powers Junction to Tanner Creek, a distance of approximately 13.6 miles, will be completed or under contract. This represents an expenditure of $4,900,000 in all categories of funds. There is still available for construction on the Coos Bay-Roseburg $2,700,000 of bond money.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Assistant Construction Engineer

LHY:fp
cc Forrest Cooper
Victor D. Wolfe

RECEIVED
SEP 14 1961
FOR FILING.

September 13, 1961

Port Umpqua Chamber of Commerce
Reedsport, Oregon

Attention: Mr. Orin B. Collier
Attorney

Dear Mr. Collier:

In your letter of September 11 you inquire as to allocation of funds to complete road construction and relocation on Route 225 between Kellogg Bridge and the pavement at Yellow Creek.

A similar request for information was received from Kellogg Grange No. 811 under a letter dated August 24, and a reply was made by Mr. Forrest Cooper, Deputy State Highway Engineer, a copy of which is attached.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

Encl.

• WINCHESTER BAY • GARDINER • SCOTTSBU • REEDSPORT •

PORT UMPQUA

CHAMBER OF COMMERCE

HEADQUARTERS: REEDSPORT, OREGON

September 11, 1961

State Of Oregon
State Highway Dept.
Salem, Oregon

Attention: Mr. Floyd Query

Dear Sir:

At the regular monthly meeting of the Lower Umpqua Chamber of Commerce, held September 11, 1961, in Reedsport, Oregon, the matter of Oregon Route 225, connecting Elkton and Sutherlin came up for discussion.

As a result I was requested to contact the Oregon Highway Department to ask if any money was to be allocated in the near future to complete the road construction and relocation on Route 225 between Kellog bridge and the pavement at Yellow Creek.

This past summer I traveled on Route 225 many times and the graveled portion of that road became very rough.

Very truly yours,

PORT UMPQUA CHAMBER OF COMMERCE.

By: Orin B. Collier

Orin B. Collier
Attorney

OBC/nc
CC: Gay Vaughn
Sutherlin Chamber of Commerce

RECEIVED
OCT 12 1961
FOR FILING

AGENDA
SEP 15 1961
1:45 DFL

September 12, 1961

Mr. Harold B. Austin, Secretary
Sutherlin Chamber of Commerce
P. O. Box 218
Sutherlin, Oregon

Dear Mr. Austin:

This is to confirm the appointment that was made over the telephone for the Sutherlin Chamber of Commerce to appear before the State Highway Commission at its meeting on Friday, September 15, to discuss the uncompleted section of the Elkton-Sutherlin Highway, ORE 225.

In our conversation this morning I advised you that the Commission has approved funds for completing the remaining unimproved section of ORE 225, with the grading and surfacing work scheduled to be done during the 1962 season. You indicated at that time that you were not sure whether a representative of your Chamber of Commerce would appear at the meeting and that you still wished time reserved.

We have scheduled your group for 1:45 p. m., P. S. T., on September 15. The meeting place is Room 419, State Highway Building, Salem.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

cc: Commissioners
W. C. Williams

delegation did not appear.

76

ANNUAL TIMBER CELEBRATION
THE SECOND WEEKEND IN AUG.

THE LITTLE CITY THAT
ALWAYS THINKS POSITIVE.

Chamber of Commerce

Sutherlin, Oregon

September 7, 1961

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Gentlemen:

The Sutherlin Chamber of Commerce would like to send representatives to your next general meeting.

would you please let us know when this meeting will take place and if our representatives will be able to present a problem to the Commission.

Yours very truly,

Harold B. Austin

Harold B. Austin, Secretary

P. O. Box 218

1 : 45 P.M.
SEP. 15

RECEIVED
SEP 15 1961
OREGON
STATE HIGHWAY COMMISSION

re unpaved & unpaved portion of Federal Suitable Hwy. Sec 203

In the Timber and Recreation Heartland of the Northwest

RECEIVED
SEP 7 1961
FOR FILING
S-214

September 6, 1961

Mr. Eugene H. Fisher, Chairman
Highway Committee
Kellogg Grange #811
Oakland, Oregon

Dear Mr. Fisher:

In reply to your letter of August 24, I wish to advise that the Highway Commission has approved funds for completing the remaining unimproved section of the Elkton-Sutherlin Secondary Highway.

Surveys and plans are being prepared and it is anticipated that the grading and surfacing work will be done during the 1962 season.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

FC:fn

cc Mr. W. C. Williams

REFERRED TO
Cooper
By State Highway Engineer

REFERRED TO
State Hwy Engr

Kellogg Grange #811
Oakland, Oregon
August 24, 1961

Oregon State Highway Commission
Salem, Oregon

Dear Sirs: Re: Highway 225

Kellogg Grange #811 has appointed a Highway Committee to investigate and call to your attention conditions that exist on the unimproved section of Highway 225.

Traffic, since completion of the Elkton section, has increased tremendously. The unimproved section is unsafe for traffic, nor is the road bed holding up. It is very rough and unfit for traffic in its present condition. Opening of school will force school children to travel this route which is both unsafe and ruinous to equipment.

We hope that a contract to complete grading and surfacing 225 can be given highest priority.

Very truly yours,

Eugene H. Fisher

Eugene H. Fisher, Chr.
James Connon
Howard Carnes
Highway Committee Kellogg Grange #811

cc: Roseburg Office State Department of Highways

RECEIVED
AUG 25 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 24 1961
STATE HIGHWAY ENGINEER

RECEIVED
JUL 21 1961
FORM E-90, 50M 8-61 34387
FOR FILING
E 2.1
L 20

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 28, 1961

SUBJECT: Corrective Work on Smith Crossing-Elkton Bridge of Elkton-Sutherlin Highway

To:

P. M. Stephenson
Assistant State Highway Engineer

Building

The grading and paving of the Smith Crossing-Elkton Bridge of the Elkton-Sutherlin Highway was completed last fall. Heavy rains during the winter season caused several cut slides, culvert failures, and partial embankment failures. The corrective work necessitated by this winter damage is too extensive to undertake with Maintenance forces, and Mr. Morgan has worked up this project for a state contract. The estimated cost of the work as submitted by Division III, including engineering and contingencies, is $51,500.

This appears to us to be delayed construction, and we doubt very much if it should be charged to Maintenance. We suggest that Construction funds be provided to cover the cost. If there are no funds available in the Construction budget possibly a project could be authorized as Minor Betterment.

This work should be completed before winter, and for this reason some decision should be made as to what funds are available for this project.

We have investigated the status of our Contract Maintenance budget in case we have to charge the work to Maintenance. We find that four budgeted jobs have been let at an estimated cost of $61,000. One job, painting the Yaquina Bay Bridge, has been deferred, and three jobs remain to be contracted: painting the McCullough Bridge, the Coquille River Bridge, and the Corvallis River Bridge, estimated to cost $80,600. This makes a total of $141,600 obligated against the original budget of $200,000.

This would appear to leave a reserve for projects to be selected of $58,400. Mr. Maison informs, us, however, that expenditures in 1961 for the completion of 1960 projects amounts to $112,963. This being the case, we will have over-run our 1961 budget by $54,563 when we contract the three remaining bridge painting jobs.

I. A. DeFrance
Maintenance Engineer

IAD:je

NOTED
P. M. STEPHENSON

1-8321 Baker Rock Prod. Proj., Old Oregon Trail-Baker-Homestead Hwys. 1962

#6031

1-8321 Baker Rock Prod. Proj., Old Oregon Trail-Baker-Homestead Hwys. 1962

#6031

RECEIVED
OCT 10 1962
FOR FILING

6031

October 10, 1962

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

On August 30, 1962, you were notified of the release of final payment on contract #6031, awarded to Arthur Simonsen & Co., for the Baker Rock Production Project on the Old Oregon Trail and Baker-Homestead Highways in Baker County.

Final payment on this contract is $1,079.68 and the total contract amount is $36,001.13. No work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Arthur Simonsen & Co.,
2755 8th Street
Baker
Oregon

RECEIVED
SEP 21 1962
FOR FILING

6031

September 24, 1962

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

Release of $19,679.95 on contract #6031 on or after October 1, 1962, will be made to Arthur Simonsen & Co., for the Baker Rock Production Project on the Old Oregon Trail and Baker-Homestead Highways in Baker County.

This payment reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $1,080.04.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Arthur Simonsen & Co.,
2755 8th Street
Baker
Oregon

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 7, 1962

Section Baker Rock Production Old Oregon Trail

Kind of work Rock Production

Highway Baker-Homestead County Baker

Section prefix 1-8321

Contractor Aruthur Simonsen & Company

Contract number 6031

Date of contract March 2, 1962, 19

Specified work days 60

Date work started July 11, 1962, 19

Work days used 60

Project authorization $ 39,965.63

Exclusive of engineering $ 37,123.63

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $36,001.49

Estimated per cent ~~overrun~~ or underrun 6.3 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $2,842.63

Engineering cost to date $1,350.00, 47.5 %

Date project was completed August 21, 1962

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
						100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Contractor was set up in a private source and has completed all operations for the State.

Semi-final estimate submitted this date.

THIS IS THE FINAL REPORT FOR THIS PROJECT.

CONSTRUCTION DIVISION
RECEIVED
SEP 10 1962
HIGHWAY DIVISION
CE AUDITOR CCE

NOTED

NOTED M. N. JUVE

Signed R.R. Cameron

Address P.O. Box 269
Baker, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)			10,000		
Total quantities corrected to date			10,012.33		
Estimated quantities moved or placed to date			10,012.33		
Average daily quantities		Project Completed			
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Compaction rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday			
Wednesday	all		
Thursday			
Friday	Week		
Saturday			

RECEIVED
AUG 30 1962
FOR FILING

6031

August 30, 1962

United Pacific Insurance Company
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

Contract No. 6031, awarded to Arthur Simonsen & Company, for rock production on Baker Section of Old Oregon Trail and Baker-Homestead Highways, Baker County, was completed August 21, 1962, and was accepted by the Highway Commission on August 2?, 1962.

Final payment will be released to the contractor as soon as payment processing can be completed, but in no event before September 7, 1962.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

cc: Arthur Simonsen & Co.
2755 4th Street
Baker, Oregon

Forrest Cooper
R. L. Porter
L. H. Young
F. D. Morgan
C. H. Maisen

FORM E 30 50M 7-60 29395

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 27, 1962

SUBJECT: Acceptance of Contract

To: Mr. R. L. Porter
Assistant Highway Engineer

O F F I C E

All work on the following contract is satisfactorily completed. It is ready for acceptance by the State Highway Commission:

Contract No. 6031 with Arthur Simanson & Co. for rock production on the Baker Section of the Old Oregon Trail and Baker-Homestead Highways in Baker County, Completed August 21, 1962.

L. N. Young
Office Engineer

RECEIVED
AUG 28 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 5 1962
FOR FILING

6031

August 29, 1962

Oregon State Highway Commission

Gentlemen:

Work was completed August 31 on Contract 6031. The contract was with Arthur Simenson & Company and was rock production on the Baker Section of the Old Oregon Trail and Baker-Homestead Highways in Baker County.

As the contractor has completed all work according to specification, I recommend that you accept the project effective August 28, and that you concur in this action at the Commission meeting on September 20.

It is assumed that if you have no objections to this procedure, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
R. L. Porter
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

RLP:ajw hlb

RECEIVED
APR 3 1962

FORM S-135

FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

6031

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
S. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

April 3, 1962

Arthur Simonsen & Co.,
2755 8th Street
Baker
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #6031, awarded March 2, 1962, for the Baker Rock Production Project on the Old Oregon Trail & Baker-Homestead Highways in Baker County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

RECEIVED
MAR 13 1962

COMMISSIONERS
M. K. McIVER, CHAIRMAN, PORTLAND
KENNETH N. FRIDLEY, MEMBER WASCO
GLENN L. JACKSON, MEMBER MEDFORD
FLOYD QUERY, SECRETARY SALEM

6031

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

March 12, 1962

Arthur Simonsen & Co.,
2755 8th Street
Baker
Oregon

Gentlemen:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission as follows:

Contract #6031, awarded March 2, 1962, for the Baker Rock Production Project on the Old Oregon Trail and Baker-Homestead Highways in Baker County.

Please execute two of these copies as to contract and bond, and return them to this office for completion. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT.

The third copy of the contract, stamped "ADVANCE COPY to be Retained by Contractor", is furnished for your information pending receipt of a fully executed copy.

The workday count on this contract will begin March 23, 1962.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

cc: L. H. Young
A. F. Parson
Res. Engineer
Frank Morgan

PS: Just a reminder to have your signatures read the same as your names are given on the Contract and Bond pages. Thank you.

dc

RECEIVED
MAR 5 1962

FOR FILING

M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

8331

6071

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST [redacted]
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

March 2, 1962

Arthur Simonsen & Co.,
3005 North 3rd Street
Baker
Oregon

Gentlemen:

The State Highway Commission on March 2, 1962 awarded to you State Highway Contract No. 6031 for the following project:

Baker Rock Production Project on the Old Oregon Trail and Baker-Homestead Highways in Baker County.

This award was based on your bid of $35,525.00 which was the low bid submitted to the Commission on February 28, 1962, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

dc

cc: Frank Morgan
L. H. Young
R. G. Savage (SLAC)

2-3407 Corvallis Maintenance Bldg., State Hwy. property. 1962

#6032

RECEIVED
SEP 18 1962
FOR FILING

6032

September 18, 1962

The Aetna Casualty & Surety Co.,
Portland Service Department
300 Yeon Bldg.,
Portland 4, Oregon

Gentlemen:

Contract #6032 awarded to Westbrook Const. Inc., for construction of the Corvallis Maintenance Building, Benton County, was completed on July 23, 1962, and accepted by the Highway Commission on August 9, 1962.

Final payment, in the amount of $5,952.13 will be released to the contractor on or after September 25, 1962. The total contract amount is $34,178.38, and no work was performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: The Aetna Casualty & Surety Co.,
Fisher-Briscoe Ins.,
116 West 2nd Avenue
Albany, Oregon

cc: Westbrook Const. Inc.,
P. O. Box 431
Albany
Oregon

RECEIVED
JUL 30 1962
FOR FILING

3 407
6032

D Cook

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 27, 1962

SUBJECT:

To: Mr. D. B. Parkes
Contract Payments

OFFICE

Westbrook Construction Company completed work on the Corvallis Maintenance Building project in Benton County, Contract No. 6032, on July 23 1962.

Will you please secure authority from the Commission to pay the final estimate on this job.

ORIGINAL SIGNED
IVAN D. MERCHANT

Ivan D. Merchant
Bridge Engineer

dl

cc: Floyd Query

FILED ON RIGHT
dc

NOTED
FLOYD QUERY

RECEIVED
MAR 29 1962
FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

6032.

FORREST COOPER
STATE HIGHWAY ENGINEER

G. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

March 28, 1962

The Aetna Casualty & Surety Co.,
Portland Service Department
300 Yeon Bldg.,
Portland 4, Oregon

Gentlemen:

Enclosed is a copy of a contract awarded by the State Highway Commission, the details of which are given below.

We are sending you this copy for your files as you appear as surety on the performance bond furnished by the contractor.

Contract #6032, awarded March 2, 1962, to Westbrook Const. Co., for construction of the Corvallis Maintenance Building in Benton County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
MAR 28 1962

FORM E-123

FOR FILING

COMMISSIONERS

M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

6032

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER

G. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

March 28, 1962

Westbrook Const. Inc.,
P. O. Box 431
Albany
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #6032, awarded March 2, 1962, for construction of the Corvallis Maintenance Building, Benton County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

RECEIVED
MAR 26 1962
FOR FILING
6032

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 26, 1962

SUBJECT:

To: Mr. D. B. Parkes
Contract Payments

O F F I C E

Westbrook Construction Company began work on the Corvallis Maintenance Building project in Benton County, Contract No. 6032, on March 19, 1962.

ORIGINAL SIGNED
IVAN D. MERCHANT
Ivan D. Merchant
Bridge Engineer

dl

cc: Floyd Quey

NOTED
C. W. HEAD

RECEIVED
MAR 13 1962
FOR FILING

M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

6032

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
S. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

March 12, 1962

Westbrook Const. Co.,
P. O. Box 431
Albany
Oregon

Gentlemen:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission, as follows:

Contract #6032, awarded March 2 1962, for construction of the Corvallis Maintenance Building, Benton County.

Please execute two of these copies as to contract and bond, and return both copies to this office for execution by the Highway Commission. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT SO IT WILL NOT BE NECESSARY TO RETURN THE FORMS TO YOU FOR CORRECTION.

The third copy of the contract, on the cover of which is stamped "ADVANCE COPY to be Retained by Contractor", is furnished for your information pending receipt of a copy containing the signatures of the State Highway Commission.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
MAR 5 1962
FOR FILING

M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

6032

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
E. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

March 2, 1962

Westbrook Const. Inc.,
P. O. Box 431
Albany
Oregon

Gentlemen:

The State Highway Commission on March 2, 1962, awarded to you State Highway Contract No. 6032 for the following project:

Corvallis Maintenance Building construction in Benton County.

This award was based on your bid of $34,875.00 which was the low bid submitted to the Commission on February 28, 1962, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

dc

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant

RECEIVED
JAN 12 1962
FOR
FORM E 20X—50M—6-61—36682
2-34467
1-52

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Corvallis, Oregon
January 4, 1962

SUBJECT: New Maintenance Headquarters
Corvallis
Electric Power Supply

To: Mr. J. D. Walker
Division Engineer
Salem

RECEIVED
JAN - 1962
OF
DIVISION ENGINEER
DIVISION NO. 2

Attention: Mr. Gerald Wimer

Pacific Power & Light Co. has run a preliminary survey and estimate for running power into our new maintenance headquarters site. Two estimates have been made as follows:

Underground installation	$3385.73
Overhead installation	$2618.64

Approximate cost to State for underground $767.09

On an overhead pole line installation, the power company stands all the cost. On an underground installation, the customer pays the difference between overhead and underground. In addition the customer must supply the trench and the concrete base for the transformer. The trench and concrete is estimated to cost approximately $275.00. Also a small cost for conduit wherever the cable was under roadways or parking areas.

If underground is decided upon, we would have to have a definite location for the future office building before the cable and transformer was placed.

The basis for these estimates is upon a pole line along the west and south sides of the property and a cable placed direct across the property from the west to the two buildings with primary circuit only as far as the office building and a transformer placed in the landscape area beside the building and a secondary circuit extending on to the maintenance building.

In summing this up, the cost of an underground installation would amount to approximately $1200.00 and the overhead service free of charge.

There is one other item that has a bearing upon our cost and that is where the meters are placed. Power company ownership and maintenance stops at the meter. For this reason I have had these estimates based upon a meter at each building. With the small usage at the maintenance building, it would not be economic to try to get everything on one meter.

Howard C. Johnson
Dist. Maint. Supt.

HCJ:vs

NOTED
TOM EDWARDS

RECEIVED
JUL 13 1961
FOR FILING

2-3407

6031

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 10, 1961

SUBJECT: Proposed Office for State Police in Corvallis

To: P. M. Stephenson
Assistant State Highway Engineer
BUILDING

Herewith is estimate for placing partition in the Corvallis Maintenance Building for office for State Police as per attached sketch.

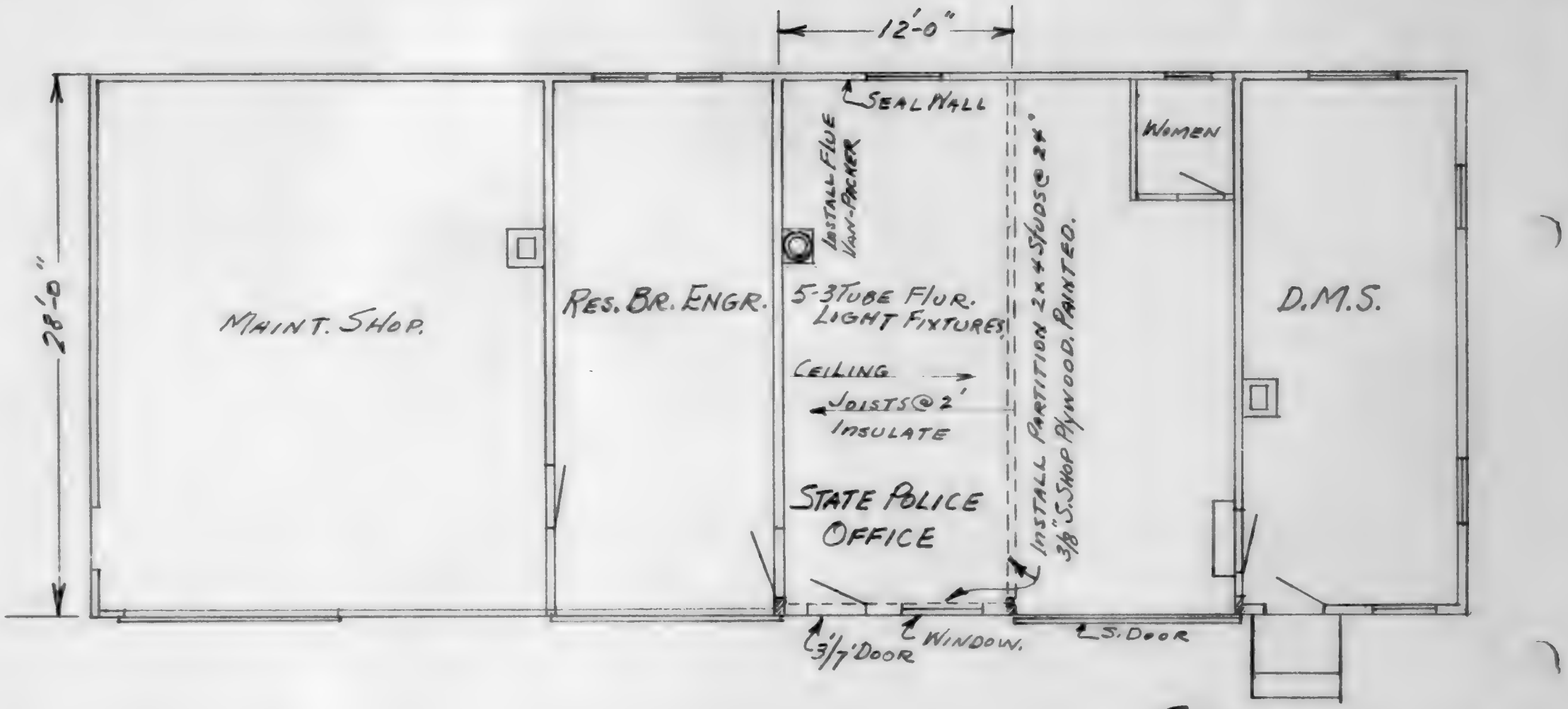
Install 28' x 9' partition - 252 sq. ft at $1.00	$255.
Frame front wall & seal back wall 192 sq. ft. at $.75	145.
One 3'x7' door and one window (salvage)	100.
Drop ceiling & insulate, 336 sq. ft. at $.75	250.
Install Van Packer Flue & oilstove	125.
Install 5-3 Tube Fluorescent light fixtures and wire (salvage)	75.
Paint interior 2 coats, 1200 sq. ft.	95.
Total	$1,045.

H. W. Hughlett
State Bridge Superintendent

HWH:wg

NOTED
P. M. STEPHENSON

RECEIVED
JUL 11 1961
OFFICE OF
STATE HIGHWAY ENGINEER



PROPOSED.
STATE POLICE OFFICE
CORVALLIS- BENTON CO.

RECEIVED
FEB 27 1961
FOR FILING

2-27-7
6.32

Salem, Oregon
February 27, 1961

Corvallis Section

Mr. Tom Edwards
Construction Engineer
D e p a r t m e n t

In planning the construction of the Corvallis Section on the Corvallis-Newport Highway, the State acquired a piece of property adjacent to this section. The reason for the acquisition of this property was twofold. In the first instance the maintenance station in Corvallis is placed in the business section of the town upon a lot entirely inadequate in size for this purpose, also in a location where it would be almost impossible to enlarge due to the high cost of adjacent property.

The area purchased on said project contained some high ground which would serve also as a partial borrow site for the Corvallis Section. It was intended that borrow be taken down and the lot leveled off to a height where it would properly drain. By some misunderstanding the grade was lowered to a point which would have caused overflow from the adjacent creek and would have rendered the site unfit for maintenance purposes and would have created a lake, at least during the wet weather season.

When this error was found during the start of construction, the grade was raised. This, of course, meant that the borrow as shown would be less than shown on the plans; however, it did save a very valuable piece of property, on which it is our intention to erect a suitable section maintenance station as early as financing can be made available.

P. M. Stephenson
Assistant State Highway Engineer

JDW:AM

EBF-29(14) Bridge-Tanner Cr. Sec., 1962
Coos Bay-Roseburg Hwy.
#6033 (Grad. & oil.)

STATE COPY

RECEIVED
DEC 17 1965
FOR FILING

Monthly transaction number 45

Project report number
F-29(14)11

FORM PR-2A (8-37) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

11-29-65

State: Oregon

County: Coos

Project number: BRF-29(14)

~~The Project Agreement~~ for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on May 17, 1962, is hereby modified as follows:

Revised estimated total cost of project $ 1,222,063.00

Revised Federal funds $ 771,218.33

Other revisions

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 29th day of November, 1965.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By J. B. Klabo

Assistant State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By A. W. Parsons
(Division Engineer)

By L. R. Backlund
L. R. Backlund, Administrative Mgr.

USCOMM-DC 8120-P63

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Project report number
EBF-29(14)

FORM PR-2A (8-3-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

1-12-65

State: Oregon

County: Coos

Project number: EBF-29(14)

6033 The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on May 17, 1962, is hereby modified as follows:

Revised estimated total cost of project $ _____

Revised Federal funds $ _____

Other revisions

Modified to identify the bond issues for this project. (See sheet attached).

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 10th day of September, 19 65.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By W. K. Laboe

Assistant State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By A. W. Parsons
(Division Engineer)

By L. R. Backlund
L. R. Backlund, Administrative Mgr.

USCOMM-DC 8120-P63

BOND ISSUES

State Funds for Const.: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

Bond Indebtedness Laws: Chap. 381, laws 1961; Chap. 483, laws 1961.

State Funds for Maint.: Chap. 529, laws 1939.

Oregon Laws Chap. 381, Laws 1961

Issue	Amount	Date of Issue	Beginning Date of Maturity
only	$4,000,000	Jan. 1, 1962	Jan. 1, 1963

Oregon Laws Chap. 483, Laws 1961

Issue	Amount	Date of Issue	Beginning Date of Maturity
only	$4,000,000	Jan. 1, 1962	Jan. 1, 1963

July 26, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are sending four copies of revised estimate as a basis for modification of project agreement to include the bond maturity dates and amounts for the Bridge-Tanner Creek Section, Project No. EBF*29(14).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DAR:cd
cc: C. H. Maison

Oregon State Highway Department

Federal-Aid
Project No. BRF 29(14)

BRIDGE-TARBER CREEK SECTION OF THE

COOS BAY-ROSEBURG HIGHWAY IN COOS COUNTY

(Revised estimate as a basis for modification of project agreement to include the bond maturity dates and amounts. Based on low bid prices.)

Salem, Oregon, July 26, 1965

Type Code 5231
Roadway (Sta. 549+26.28 to Sta. 741+50)(Contract 6033)

Clearing and Grubbing	All Required		$ 32,500.00
Drainage Excavation, Unclass.	13,300 cu.yd.	2.00	26,600.00
Embankment Excavation, Unclass.	46,300 cu.yd.	0.90	41,670.00
General Excavation, Unclass.	541,000 cu.yd.	0.55	286,730.00
Extra for Rock Embankment	41,000 cu.yd.	0.15	6,150.00
Rock Embankment	43,000 cu.yd.	1.40	60,200.00
Short Overhaul	1,928,000 yd.sta.	0.01	19,280.00
Long Overhaul	57,600 C-yd.sta.	0.35	20,160.00
Finishing Roadbed and Slopes	3.64 mile	1,000.00	3,640.00
Rounding Cutbanks	14,200 l.ft.	0.20	2,840.00
18-inch Concrete Pipe	490 l.ft.	6.00	2,940.00
24-inch Concrete Pipe	250 l.ft.	8.00	2,000.00
30-inch Concrete Pipe	210 l.ft.	12.00	2,520.00
36-inch Concrete Pipe	450 l.ft.	16.00	7,200.00
42-inch Concrete Pipe	160 l.ft.	18.00	2,880.00
48-inch Concrete Pipe	400 l.ft.	22.00	8,800.00
18-inch Corrugated Metal Pipe	220 l.ft.	6.00	1,320.00
24-inch Corrugated Metal Pipe	230 l.ft.	8.00	1,840.00
36-inch Corrugated Metal Pipe	350 l.ft.	12.00	4,200.00
42-inch Corrugated Metal Pipe	12 l.ft.	18.00	216.00
54-inch Corrugated Metal Pipe	130 l.ft.	25.00	3,250.00
78-inch Corrugated Metal Pipe	390 l.ft.	45.00	17,550.00
84-inch Corrugated Metal Pipe	120 l.ft.	50.00	6,000.00
24-inch Half-Circle Corrugated Metal Pipe	20 l.ft.	5.00	100.00
48-inch Half-Circle Corrugated Metal Pipe	20 l.ft.	15.00	300.00
48"-24" Half-Circle Corrugated Metal Pipe Reducers	1 only	200.00	200.00
8-inch Metal Drain Pipe	920 l.ft.	2.00	1,840.00
6-inch Perforated Metal Drain Pipe	270 l.ft.	1.50	405.00
8-inch Perforated Metal Drain Pipe	39,000 l.ft.	1.80	70,200.00
Special Backfill in Drains	6,000 cu.yd.	5.00	30,000.00
Salvaging and Reinstalling Culvert Pipe	100 l.ft.	4.00	400.00
Concrete Inlets, Type "D"	1 only	100.00	100.00
Class "A" Concrete	250 cu.yd.	50.00	12,500.00
Metal Reinforcement	47,000 lb.	0.15	7,050.00
Type 1 Fence	600 rod	5.50	3,300.00
Type 2 Fence	280 rod	6.00	1,680.00
16' x 4'6" Metal Gates	6 only	100.00	600.00
Metal Guard Rail	11,900 l.ft.	2.39	28,441.00
Guide Posts, M-1	190 only	5.60	1,064.00

Guide Posts, Y-1	12 only	6.60	$	79.20
Coarse Crushed Material in Base	89,000 ton	2.00		178,000.00
3/4" - 0 Material in Base	10,800 tons	2.10		22,680.00
Sprinkling	3,460 M-gal.	2.00		6,920.00
Preparation of Base	3.64 miles	300.00		1,092.00
3/4" - 0 Material in Binder Course	700 cu.yd.	4.15		2,905.00
Furnishing and Placing Aggregates	4,610 c.yd.	4.65		21,436.50
RC-250 Asphalt	110 tons	50.00		5,500.00
200-300 Asphalt	340 tons	46.50		15,810.00
RS-1 Asphalt	100 tons	46.00		4,600.00
			$	977,888.70
Flagging (57% of Contractor's Cost)	All Required		$	15,000.00
Signing (temporary)	All Required			150.00
Adjust Water Lines	All Required			2,000.00
Seeding and Mulching	All Required			3,200.00
Horizontal Drains	All Required			8,750.00
Slide Removal	All Required			55,000.00
Channel Correction	All Required			1,000.00
			$	85,100.00

Utilities

Work by West Coast Telephone Co.	All Required	$	12,110.00
Work by Coos-Curry Electric Co.	All Required		11,876.00
		$	23,986.00
	Subtotal		$1,086,974.70
	10% Engr. & Cont.		108,697.30
	Total		$1,195,672.00

Length of Roadway - - - - - - - - - - - - - 3.641 Miles
Cost of Roadway per Mile - - - - - - - - $328,391.10

Federal Funds -	$ 753,000.00
State Funds -	442,672.00
	$1,195,672.00

State Funds for Const: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

Bond Indebtedness Laws: Chap. 381, Laws 1961; Chap. 423, Laws 1961.

State Funds for Maint: Chap. 529, Laws 1939.

Oregon Laws Chap. 381, Laws 1961

Issue	Amount	Date of Issue	Beginning Date of Maturity
only	$4,000.00	Jan. 1, 1962	Jan. 1, 1963

Oregon Laws Chap. 483, Laws, 1961

Issue	Amount	Date of Issue	Beginning Date of Maturity
only	$4,000.00	Jan. 1, 1962	Jan. 1, 1963

BRIDGE-TANNER CROSS SECTION

PROJECT NO. FEF-29(14)

Estimated cost of work by the Coos-Curry Electric Coop, Inc.

Materials	$	3,208.65
Labor		9,330.90
Clearing and Brushing		2,600.00
Salvage Credit		-3,262.57 Credit
	$	11,876.98
Use	$	11,876.00

Estimated cost of work by West Coast Telephone Co.

Labor	$	4,620.00
Materials		4,030.00
Supply Expense		200.00
Equipment		590.00
Overhead		2,670.00
	$	12,110.00

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Form Approved; Budget Bureau No. 41-R2089

PROJECT REPORT NO.	FORM PR-2 (REV. 6-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE
5	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	Oregon
		COUNTY: Coos
		PROJECT NO.: EBF-29(14)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

SR-29, Br. to Tanner Creek

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	2-6-62	3.6
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 1,195,672.00	$ 753,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By E. L. Tuttle
ASSISTANT **State Highway Engineer**
(Title)

By _____
(Title)

By _____
(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By XX C. G. Polk
(Division Engineer)
By: L. R. Backlund, Administrative Manager

Date executed by Division Engineer May 17, 1962

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

May 14, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by a Highway Official, for the Bridge-Tanner Creek Section, Project No. EBF-29(14).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RMC:jb

May 1, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Bridge-Turner Creek Section, Project BRF-29(14).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:lt

Oregon State Highway Department

Federal-Aid
Project No. RSF-29(14)

BRIDGE-TANNER CREEK SECTION OF THE

COOS BAY-ROSEBURG HIGHWAY IN COOS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 7, 1962

Type Code 5231
Roadway (Sta. 549+26.28 to Sta. 741+50)(Contract 6033)

Clearing and Grubbing	All Required			$ 32,500.00
Drainage Excavation, Unclassified	13,300	cu.yd.	$2.00	26,600.00
Embankment Excavation, Unclassified	46,300	cu.yd.	0.90	41,670.00
General Excavation, Unclassified	541,000	cu.yd.	0.53	286,730.00
Extra for Rock Embankment	41,000	cu.yd.	0.15	6,150.00
Rock Embankment	43,000	cu.yd.	1.40	60,200.00
Short Overhaul	1,928,000	yd.sta.	0.01	19,280.00
Long Overhaul	57,600	C-yd.sta.	0.35	20,160.00
Finishing Roadbed and Slopes	3.64	mile	1,000.00	3,640.00
Rounding Cutbanks	14,200	lin.ft.	0.20	2,840.00
18-inch Concrete Pipe	490	lin.ft.	6.00	2,940.00
24-inch Concrete Pipe	250	lin.ft.	8.00	2,000.00
30-inch Concrete Pipe	210	lin.ft.	12.00	2,520.00
36-inch Concrete Pipe	450	lin.ft.	16.00	7,200.00
42-inch Concrete Pipe	160	lin.ft.	18.00	2,880.00
48-inch Concrete Pipe	400	lin.ft.	22.00	8,800.00
18-inch Corrugated Metal Pipe	220	lin.ft.	6.00	1,320.00
24-inch Corrugated Metal Pipe	230	lin.ft.	8.00	1,840.00
36-inch Corrugated Metal Pipe	350	lin.ft.	12.00	4,200.00
42-inch Corrugated Metal Pipe	12	lin.ft.	18.00	216.00
54-inch Corrugated Metal Pipe	130	lin.ft.	25.00	3,250.00
78-inch Corrugated Metal Pipe	390	lin.ft.	45.00	17,550.00
84-inch Corrugated Metal Pipe	120	lin.ft.	50.00	6,000.00
24-inch Half-Circle Corrugated Metal Pipe	20	lin.ft.	5.00	100.00
48-inch Half-Circle Corrugated Metal Pipe	20	lin.ft.	15.00	300.00
48"-24" Half-Circle Corrugated Metal Pipe Reducers	1	only	200.00	200.00
8-inch Metal Drain Pipe	920	lin.ft.	2.00	1,840.00
6-inch Perforated Metal Drain Pipe	270	lin.ft.	1.50	405.00
8-inch Perforated Metal Drain Pipe	39,000	lin.ft.	1.80	70,200.00
Special Backfill in Drains	6,000	cu.yd.	5.00	30,000.00
Salvaging and Reinstalling Culvert Pipe	100	lin.ft.	4.00	400.00
Concrete Inlets, Type "D"	1	only	100.00	100.00
Class "A" Concrete	250	cu.yd.	50.00	12,500.00
Metal Reinforcement	47,000	lb.	0.15	7,050.00
Type 1 Fence	600	rod	5.50	3,300.00
Type 2 Fence	280	rod	6.00	1,680.00
16' x 48" Metal Gates	6	only	100.00	600.00
Metal Guard Rail	11,900	lin.ft.	2.39	28,441.00
Guide Posts, W-1	190	only	5.60	1,064.00
Guide Posts, Y-1	12	only	6.60	79.20
Coarse Crushed Material in Base	89,000	ton	2.00	178,000.00

3/4" - 0 Material in Base	10,800 tons	$ 2.10	$ 22,680.00
Sprinkling	3,460 M-gal.	2.00	6,920.00
Preparation of Base	3.64 miles	300.00	1,092.00
3/4" - 0 Material in Binder Course	700 cu. yds.	4.15	2,905.00
Furnishing and Placing Aggregates	4,610 cu. yds.	4.65	21,436.50
MC-250 Asphalt	110 tons	50.00	5,500.00
210-300 Asphalt	340 tons	46.50	15,810.00
MS-1 Asphalt	100 tons	46.00	4,600.00
			$ 977,888.70
Flagging (57½% of Contractor's Cost)	All Required		$ 15,000.00
Signing (Temporary)	All Required		150.00
Adjust Water Lines	All Required		2,000.00
Seeding and Mulching	All Required		3,200.00
Horizontal Drains	All Required		8,750.00
Slide Removal	All Required		55,000.00
Channel Correction	All Required		1,000.00
			$ 85,100.00
Utilities			
Work by West Coast Telephone Co.	All Required		12,110.00
Work by Coos-Curry Electric Co.	All Required		11,876.00
			$ 23,986.00
	Subtotal		$1,086,974.70
	10% Engr. & Cont.		108,697.30
	Total		$1,195,672.00

Length of Roadway . . . . . 3.641 Miles
Cost of Roadway per Mile $328,391.20

Federal Funds	$ 753,000.00
State Funds	442,672.00
	$1,195,672.00

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939; Chap. 491, laws 1951; Chap 20, laws 1953; Chap. 22, laws 1957; Chap. 354, laws 1957.

State Funds for Maint: Chap. 529, laws 1939

BRIDGE-TANNER CREEK SECTION

PROJECT NO. NEW-29(14)

Estimated cost of work by the Cape-Curry Electric Coop. Inc.

Materials	$ 3,208.65	
Labor	9,330.90	
Clearing and Brushing. . .	2,600.00	
Salvage Credit	-1,262.57	Credit
	$11,876.98	
Use	$11,876.00	

Estimated cost of work by West Coast Telephone Co.

Labor	$ 4,620.00
Material	4,030.00
Supply Expense	200.00
Equipment	590.00
Overhead	2,670.00
	$12,110.00

Oregon State Highway Department

Federal Aid
Project No. EBF-29(14)

BRIDGE-TANNER CREEK SECTION OF THE

COOS BAY-ROSEBURG HIGHWAY IN COOS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, February 5, 1962

Type Code 5231
Roadway (Sta. 549+26.28 to Sta. 741+50)

Clearing and Grubbing	All Required			$ 40,000.00
Drainage Excavation, Unclassified	13,300	cu. yds.	$ 3.00	39,300.00
Embankment Excavation, Unclassified	46,300	cu. yds.	1.00	46,300.00
General Excavation, Unclassified	541,000	cu. yds.	0.50	270,500.00
Extra for Rock Embankment	41,000	cu. yds.	1.50	61,500.00
Rock Embankment	43,000	cu. yds.	2.50	107,500.00
Short Overhaul	1,928,000	yd. stas.	0.015	28,920.00
Long Overhaul	57,600	C-yd. stas.	0.40	23,040.00
Finishing Roadbed and Slopes	3.64	miles	1,000.00	3,640.00
Rounding Cutbanks	14,200	lin. ft.	0.20	2,840.00
18-inch Concrete Pipe	490	lin. ft.	4.50	2,205.00
24-inch Concrete Pipe	250	lin. ft.	6.00	1,500.00
30-inch Concrete Pipe	210	lin. ft.	8.50	1,785.00
36-inch Concrete Pipe	450	lin. ft.	10.00	4,500.00
42-inch Concrete Pipe	160	lin. ft.	12.50	2,000.00
48-inch Concrete Pipe	400	lin. ft.	15.00	6,000.00
18-inch Corrugated Metal Pipe	220	lin. ft.	5.00	1,100.00
24-inch Corrugated Metal Pipe	230	lin. ft.	7.50	1,725.00
36-inch Corrugated Metal Pipe	350	lin. ft.	14.50	5,075.00
42-inch Corrugated Metal Pipe	12	lin. ft.	19.00	228.00
54-inch Corrugated Metal Pipe	130	lin. ft.	28.00	3,640.00
78-inch Corrugated Metal Pipe	390	lin. ft.	46.00	17,940.00
84-inch Corrugated Metal Pipe	120	lin. ft.	53.00	6,360.00
24-inch Half-Circle Corrugated Metal Pipe	20	lin. ft.	7.00	140.00
48-inch Half-Circle Corrugated Metal Pipe	20	lin. ft.	15.00	300.00
48" - 24" Half-Circle Corrugated Metal Pipe Reducers	1	only	250.00	250.00
8-inch Metal Drain Pipe	920	lin. ft.	2.50	2,300.00
6-inch Perforated Metal Drain Pipe	270	lin. ft.	2.00	540.00
8-inch Perforated Metal Drain Pipe	39,000	lin. ft.	2.50	97,500.00
Special Backfill in Drains	6,000	cu. yds.	6.00	36,000.00
Salvaging and Reinstalling Culvert Pipe	100	lin. ft.	5.00	500.00
Concrete Inlets, Type "D"	1	only	150.00	150.00
Class "A" Concrete	250	cu. yds.	75.00	18,750.00
Metal Reinforcement	47,000	lbs.	0.15	7,050.00
Type 1 Fence	600	rods	5.50	3,300.00
Type 2 Fence	280	rods	6.50	1,820.00
16' x 48" Metal Gates	6	only	100.00	600.00
Metal Guard Rail	11,900	lin. ft.	2.50	29,750.00
Guide Posts, W-1	190	only	6.75	1,282.50

Guide Posts, Y-1	12 only	$ 7.25	$ 87.00
Coarse Crushed Material in Base	84,000 tons	2.40	201,600.00
3/4" - 0 Material in Base	10,800 tons	2.50	27,000.00
Sprinkling	3,460 M-gals.	3.00	10,380.00
Preparation of Base	3.64 Miles	250.00	910.00
3/4" - 0 Material in Binder Course	700 cu. yds.	5.00	3,500.00
Furnishing and Placing Aggregates	4,610 cu. yds.	5.00	23,050.00
MC-250 Asphalt	110 tons	50.00	5,500.00
200-300 Asphalt	340 tons	48.00	16,320.00
RS-1 Asphalt	100 tons	50.00	5,000.00
			$1,171,177.50
Flagging (57½% of Contractor's Cost)	All Required		$ 15,000.00
Signing (Temporary)	All Required		150.00
Adjust Water Lines	All Required		2,000.00
Seeding and Mulching	All Required		3,200.00
Horizontal Drains	All Required		8,750.00
Slide Removal	All Required		55,000.00
Channel Correction	All Required		1,000.00
			$ 85,100.00

Utilities

Work by West Coast Telephone Co.	All Required	$ 28,000.00
Work by Coos-Curry Electric Co.	All Required	4,000.00
		$ 32,000.00
	Subtotal	$1,288,277.50
	10% Engr. & Cont.	128,827.50
	Total	$1,417,105.00

Length of Roadway	3.641 Miles
Cost of Roadway Per Mile.	$389,207.63

Federal Funds	$ 892,000.00
State Funds	525,105.00
	$1,417,105.00

Oregon State Highway Department

Federal-Aid
Project No. EBF-29(14)

BRIDGE-TANNER CREEK SECTION

OF THE COOS BAY-ROSEBURG HIGHWAY IN COOS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, February 6, 1962

Type Code 5231
Roadway (Sta. 549+26.28 to Sta. 741+50)

Clearing and Grubbing	All Required		$ 40,000.00
Drainage Excavation, Unclassified	13,300 cu.yds.	$3.00	39,300.00
Embankment Excavation, Unclassified	46,300 cu.yds.	1.00	46,300.00
General Excavation, Unclassified	541,000 cu.yds.	0.50	270,500.00
Extra for Rock Embankment	41,000 cu.yds.	1.50	61,500.00
Rock Embankment	43,000 cu.yds.	2.50	107,500.00
Short Overhaul	1,928,000 yd.sta.	0.015	28,920.00
Long Overhaul	57,600 C-yd.sta.	0.40	23,040.00
Finishing Roadbed and Slopes	3.64 mile	1,000.00	3,640.00
Rounding Cutbanks	14,200 lin.ft.	0.20	2,840.00
18-inch Concrete Pipe	490 lin.ft.	4.50	2,205.00
24-inch Concrete Pipe	250 lin.ft.	6.00	1,500.00
30-inch Concrete Pipe	210 lin.ft.	8.50	1,785.00
36-inch Concrete Pipe	450 lin.ft.	10.00	4,500.00
42-inch Concrete Pipe	160 lin.ft.	12.50	2,000.00
48-inch Concrete Pipe	400 lin.ft.	15.00	6,000.00
18-inch Corrugated Metal Pipe	220 lin.ft.	5.00	1,100.00
24-inch Corrugated Metal Pipe	230 lin.ft.	7.50	1,725.00
36-inch Corrugated Metal Pipe	350 lin.ft.	14.50	5,075.00
42-inch Corrugated Metal Pipe	12 lin.ft.	19.00	228.00
54-inch Corrugated Metal Pipe	130 lin.ft.	28.00	3,640.00
78-inch Corrugated Metal Pipe	390 lin.ft.	46.00	17,940.00
84-inch Corrugated Metal Pipe	120 lin.ft.	53.00	6,360.00
24-inch Half-Circle Corrugated Metal Pipe	20 lin.ft.	7.00	140.00
48-inch Half-Circle Corrugated Metal Pipe	20 lin.ft.	15.00	300.00
48" - 24" Half-Circle Corrugated Metal Pipe Reducers	1 only	250.00	250.00
8-inch Metal Drain Pipe	920 lin.ft.	2.50	2,300.00
6-inch Perforated Metal Drain Pipe	270 lin.ft.	2.00	540.00
8-inch Perforated Metal Drain Pipe	39,000 lin.ft.	2.50	97,500.00
Special Backfill in Drains	6,000 cu.yds.	6.00	36,000.00
Salvaging and Reinstalling Culvert Pipe	100 lin.ft.	5.00	500.00
Concrete Inlets, Type "D"	1 only	150.00	150.00
Class "A" Concrete	250 cu.yds.	75.00	18,750.00
Metal Reinforcement	47,000 lbs.	0.15	7,050.00
Type 1 Fence	600 rods	5.50	3,300.00
Type 2 Fence	280 rods	6.50	1,820.00

16' x 48" Metal Gates	6 only	$100.00	$ 600.00
Metal Guard Rail	11,900 lin.ft.	2.50	29,750.00
Guide Posts, W-1	190 only	6.75	1,282.50
Guide Posts, Y-1	12 only	7.25	87.00
Coarse Crushed Material in Base	89,000 tons	2.40	213,600.00
3/4" - 0 Material in Base	10,800 tons	2.50	27,000.00
Sprinkling	3,460 M-gal.	3.00	10,380.00
Preparation of Base	3.64 mile	250.00	910.00
3/4" - 0 Material in Binder Course	700 cu.yd.	5.00	3,500.00
Furnishing and Placing Aggregates	4,610 cu.yd.	5.00	23,050.00
RC-250 Asphalt	110 ton	50.00	5,500.00
200-300 Asphalt	340 ton	48.00	16,320.00
RS-1 Asphalt	100 ton	50.00	5,000.00
			$1,183,177.50
Flagging (57½% of Contractor's Cost)	All Required		$ 15,000.00
Signing (Temporary)	All Required		150.00
Adjust Water Lines	All Required		2,000.00
Seeding and Mulching	All Required		3,200.00
Horizontal Drains	All Required		8,750.00
Slide Removal	All Required		55,000.00
Channel Correction	All Required		1,000.00
			$ 85,100.00
Utilities			
Work by West Coast Telephone Co.	All Required		$ 28,000.00
Work by Coos-Curry Electric Co.	All Required		4,000.00
			$ 32,000.00
	Subtotal		$1,300,277.50
	10% Engr. & Cont.		130,027.50
	Total		$1,430,305.00

Length of Roadway - - - - - - - - 3.641 Miles
Cost of Roadway Per Mile- - - - $392,833.01

Federal Funds -	$ 901,000.00
State Funds -	529,305.00
	$1,430,305.00

May 21, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of revised project agreement estimate for the Bridge-Tanner Creek Section, Project No. EBF-29(14).

The revision consists of the addition of the 1961 laws, which authorize the issue of bonds for highway construction, under the heading "State Funds for Construction".

This is not a request for modification of project agreement.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. N. Young
Office Engineer

RMC:bb

Oregon State Highway Department

Federal-Aid
Project No. BRF-29(14)

BRIDGE-TANNER CREEK SECTION OF THE

COOS BAY-ROSEBURG HIGHWAY IN COOS COUNTY

(Revised project agreement estimate. Not as a basis for modification of project agreement.)

Salem, Oregon, May 21, 1962

Type Code 5231
Roadway (Sta. 549+26.28 to Sta. 741+50)(Contract 6033)

Clearing and Grubbing	All Required			$ 32,500.00
Drainage Excavation, Unclassified	13,300	cu.yd.	$2.00	26,600.00
Embankment Excavation, Unclassified	46,300	cu.yd.	0.90	41,670.00
General Excavation, Unclassified	541,000	cu.yd.	0.53	286,730.00
Extra for Rock Embankment	41,000	cu.yd.	0.15	6,150.00
Rock Embankment	43,000	cu.yd.	1.40	60,200.00
Short Overhaul	1,928,000	yd.sta.	0.01	19,280.00
Long Overhaul	57,600	C-yd.sta.	0.35	20,160.00
Finishing Roadbed and Slopes	3.64	mile	1,000.00	3,640.00
Rounding Cutbanks	14,200	lin.ft.	0.20	2,840.00
18-inch Concrete Pipe	490	lin.ft.	6.00	2,940.00
24-inch Concrete Pipe	250	lin.ft.	8.00	2,000.00
30-inch Concrete Pipe	210	lin.ft.	12.00	2,520.00
36-inch Concrete Pipe	450	lin.ft.	16.00	7,200.00
42-inch Concrete Pipe	160	lin.ft.	18.00	2,880.00
48-inch Concrete Pipe	400	lin.ft.	22.00	8,800.00
18-inch Corrugated Metal Pipe	220	lin.ft.	6.00	1,320.00
24-inch Corrugated Metal Pipe	230	lin.ft.	8.00	1,840.00
36-inch Corrugated Metal Pipe	350	lin.ft.	12.00	4,200.00
42-inch Corrugated Metal Pipe	12	lin.ft.	18.00	216.00
54-inch Corrugated Metal Pipe	130	lin.ft.	25.00	3,250.00
78-inch Corrugated Metal Pipe	390	lin.ft.	45.00	17,550.00
84-inch Corrugated Metal Pipe	120	lin.ft.	50.00	6,000.00
24-inch Half-Circle Corrugated Metal Pipe	20	lin.ft.	5.00	100.00
48-inch Half-Circle Corrugated Metal Pipe	20	lin.ft.	15.00	300.00
48" -24" Half-Circle Corrugated Metal Pipe Reducers	1	only	200.00	200.00
8-inch Metal Drain Pipe	920	lin.ft.	2.00	1,840.00
6-inch Perforated Metal Drain Pipe	270	lin.ft.	1.50	405.00
8-inch Perforated Metal Drain Pipe	39,000	lin.ft.	1.80	70,200.00
Special Backfill in Drains	6,000	cu.yd.	5.00	30,000.00
Salvaging and Reinstalling Culvert Pipe	100	lin.ft.	4.00	400.00
Concrete Inlets, Type "D"	1	only	100.00	100.00
Class "A" Concrete	250	cu.yd.	50.00	12,500.00
Metal Reinforcement	47,000	lb.	0.15	7,050.00
Type 1 Fence	600	rod	5.50	3,300.00
Type 2 Fence	280	rod	6.00	1,680.00

16' x 48" Metal Gates	6 only	$100.00	$ 600.00
Metal Guard Rail	11,900 lin.ft.	2.39	28,441.00
Guide Posts, W-1	190 only	5.60	1,064.00
Guide Posts, Y-1	12 only	6.60	79.20
Coarse Crushed Material in Base	89,000 ton	2.00	178,000.00
3/4" - 0 Material in Base	10,800 ton	2.10	22,680.00
Sprinkling	3,460 M-gal.	2.00	6,920.00
Preparation of Base	3.64 mile	300.00	1,092.00
3/4" - 0 Material in Binder Course	700 cu.yd.	4.15	2,905.00
Furnishing and Placing Aggregates	4,610 cu.yd.	4.65	21,436.50
RC-250 Asphalt	110 ton	50.00	5,500.00
200-300 Asphalt	340 ton	46.50	15,810.00
RS-1 Asphalt	100 ton	48.00	4,800.00
			$977,888.70
Flagging (57½% of Contractor's Cost)	All Required		$ 15,000.00
Signing (Temporary)	All Required		150.00
Adjust Water Lines	All Required		2,000.00
Seeding and Mulching	All Required		3,200.00
Horisontal Drains	All Required		8,750.00
Slide Removal	All Required		55,000.00
Channel Correction	All Required		1,000.00
			$ 85,100.00
Utilities			
Work by West Coast Telephone Co.	All Required		$ 12,110.00
Work by Coos-Curry Electric Co.	All Required		11,876.00
			$ 23,986.00
	Subtotal		$1,086,974.70
	10% Engr. & Cont.		108,697.30
	Total		$1,195,672.00

Length of Roadway - - - - - - - - 3.641 Miles
Cost of Roadway per Mile- - - - $328,391.10

Federal Funds -	$ 753,000.00
State Funds -	442,672.00
	$1,195,672.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939; Chap. 491, Laws 1951; Chap. 20, Laws 1953; Chap. 22, Laws 1957; Chap. 354, Laws 1957; Chap. 381, Laws 1961; Chap. 483, Laws 1961.
State Funds for Maint.: Chap. 529, Laws 1939.

BRIDGE-TANNER CREEK SECTION

PROJECT NO. EBF-29(14)

Estimated cost of work by the Coos-Curry Electric Coop. Inc.

Materials	$ 3,208.65
Labor	9,330.90
Clearing and Brushing	2,600.00
Salvage Credit	- 3,262.57 Cr.
	$11,876.98
USE	$11,876.00

Estimated cost of work by West Coast Telephone Co.

Labor	$ 4,620.00
Material	4,030.00
Supply Expense	200.00
Equipment	590.00
Overhead	2,670.00
	$12,110.00

RECEIVED
JUL 1 1964
FORM E-123
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 25, 1964

Project No. EBF-29(14)
File No. 33685 - Morrison
Bridge-Tanner Creek Section
Coos Bay-Roseburg Highway
Coos County

Mr. A. W. Parsons, Division Engineer
U. S. Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Dear Sir:

We are attaching three copies of an instrument designed to correct the public record to conform to a change made during the actual construction of the Bridge-Tanner Creek Section of the Coos Bay-Roseburg Highway project.

The change involves the moving of an access point located at Station 718+53 (Milepost 34.248) to Station 718+71 (Milepost 34.251).

I assume that since this change was made during construction, your approval of the revised construction features will serve as your concurrence in the matter.

Please sign the original copy of the Information for Grant or Indenture of Access and return to us in order that our records will reflect your concurrence in this change.

Very truly yours,

L. I. LINDAS
Chief Counsel

By D. H. Moehring
D. H. Moehring
Assistant Right of Way Engineer

SM:gc
cc: Lloyd P. Shaw
L. H. Young
L. I. Lindas

NOTED
LLOYD P. SHAW

RECEIVED
JUN 20 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 10 1964
FOR FILING

April 10, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed October 18, 1963 on Contract No. 6033. The contract was with White Bros. Construction Company, Inc., and was for grading and oiling on the Bridge-Tenmer Creek Section of the Coos Bay-Roseburg Highway in Coos County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective April 3, 1964, and that you concur in this procedure at the Commission meeting on April 23.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison

LPS:ajw bbc

RECEIVED
APR 13 1964
FOR HIGHWAY

April 10, 1964

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

Contract #6033 awarded to White Bros Const. Co. Inc., for grading-oiling the Bridge-Tanner Creek Section of the Coos Bay-Roseburg Highway in Coos County, was completed on October 18, 1963, and accepted by the Highway Commission on April 3, 1964.

Final payment, in the amount of $50,625.77 will be released to the contractor after April 17, 1964. The total contract amount is $1,089,963.11 including $95,891.48 for work performed under force account.

You have previously been advised that a claim has been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: White Bros. Const. Co. Inc.,
P. O. Box 376
Walla Walla, Washington

cc: L. H. Young
C. H. Maleen
Attn.: John Herr

RECEIVED
APR 3 1964
FOR FILING

April 2, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith are three copies of Materials Report, Form PR-47, as prepared by our engineer on Contract No. 6033, Bridge-Tanner Creek Section, in Coos County, Federal Project No. BRF-29(14).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DSP:mb
Enc.

RECEIVED
APR 3 1964
FOR FILING

Salem, Oregon
April 2, 1964

Acceptance of Contract

Mr. L. P. Shaw
Assistant Highway Engineer
O F F I C E

All work on the following contract is satisfactorily completed. It is ready for acceptance by the State Highway Commission:

Contract No. 6233 with White Bros. Construction Co., Inc., for grading and oiling on the Bridge-Tanner Creek Section of the Coos Bay-Roseburg Highway in Coos County, completed October 18, 1963.

Request for acceptance has been held for receipt of contractor's reports.

L. H. Young
Office Engineer

EBP:jb

cc: Floyd Cleary
C. H. Nelson
F. D. Morgan

RECEIVED
APR 6 1964

FOR FILING

Salem, Oregon
March 18, 1964

33466

Agenda Item 1e-6

File No. 33466 - Cribbins
Bridge-Tanner Creek Section
Coos Bay-Roseburg Highway
Coos County

Mr. L. I. Lindas
Chief Counsel
Office

Attention: Mr. Walter T. Wright
Right of Way Engineer

Attached for further handling are two fully executed copies of an Indenture of Access to the Cora A. Cribbins property on the Bridge-Tanner Creek Section of the Coos Bay-Roseburg Highway in Coos County.

A conformed copy of the above Indenture has been retained in this office.

Secretary

rn
Enc. 2

FORM E-30 80M 8-62 45008

1-e-6

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 3, 1964

To:
Mr. Floyd Query
Secretary

Office

SUBJECT: AGENDA ITEM FOR MARCH 12
COMMISSION MEETING
File No. 33466 - Cribbins
Bridge-Tanner Creek Section
Coos Bay-Roseburg Highway
Coos County

AGENDA
MAR 12 1964
12-6

Please place on the agenda of the March 12 meeting the matter of approving the Indenture of Access prepared for the purpose of changing an access point on the property owned by Manley E. Cribbins, et ux.

This change has been approved by the Bureau of Public Roads on January 7, 1964.

Two copies of the instrument should be returned to us after approval and execution by the Commission.

L. I. LINDAS
Chief Counsel

By W. T. Wright
for Walter T. Wright
Right of Way Engineer

SM
cc: L. I. Lindas
Attachment (3)

1 copy (1)

(A)
2 COPIES TO BE SIGNED
By Commission

NOTED
FLOYD QUERY

RECEIVED
APR 6 1964
FOR FILING

Salem, Oregon
March 17, 1964

Agenda Item 1e-5

File No. 33633 - Culver
Bridge-Tanner Creek Section
Coos Bay-Roseburg Highway
Coos County

Mr. L. I. Lindas
Chief Counsel
Office

Attention: Mr. Walter T. Wright
Right of Way Engineer

Attached for further handling are two fully executed copies of an Indenture of Access to the Dwight Culver property in the Bridge-Tanner Creek Section of the Coos Bay-Roseburg Highway in Coos County.

A conformed copy of the above Indenture has been retained in this office.

Secretary

rn
Attach: 2

FORM E-30 FOM 8-62 42908

1-e-5

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 21, 1964

To:
Mr. Floyd Query
Secretary

Office

SUBJECT: AGENDA ITEM FOR MARCH 12 COMMISSION MEETING
File No. 33633 - Culver
Bridge-Tanner Creek Section
Coos Bay-Roseburg Highway
Coos County

AGENDA
MAR 1 2 1964
1 e-5

Please place on the agenda of the March 12 meeting the matter of approving an Indenture of Access between the State of Oregon and Dwight Culver.

This matter has been approved by the Bureau of Public Roads on January 7, 1964.

Two copies of the instrument should be returned to us after approval and execution by the Commission.

L. I. LINDAS
Chief Counsel

By Walter T. Wright
Walter T. Wright
Right of Way Engineer

SM
cc: L. I. Lindas
Attachment (3)

(A)
2 COPIES TO BE SIGNED
By Commission

NOTED
C. W. HEAD

RECEIVED
JAN 20 1964

FOR FILING

6033

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 14, 1964

SUBJECT: Change of Access
R. F. and A. L. Morrison
Right of Way File 33478

To: Mr. Walter T. Wright
Right of Way Engineer
BUILDING

Herewith, a request for a change of access on the Bridge-Tanner Creek Section of the Coos Bay-Roseburg Highway, Contract No. 6033. The change requested was required by conditions at the site during the construction of the project. No change of use is involved.

It is the recommendation of this office and approved by Mr. Shaw that this change be granted.

F. D. Morgan
Construction Engineer

by

ORIGINAL SIGNED by G. L. DECKER

G. L. Decker
Ass't Construction Engineer

DES:dc

Attach.

cc: Lloyd P. Shaw

NOTED
LLOYD P. SHAW

FORM E-123X 50M 2-63
RECEIVED
JAN 3 1964
FOR FILING
6123

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FINDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

January 2, 1964

Mr. A. W. Parsons, Division Engineer
U. S. Bureau of Public Roads
477 Cottage Street N.E.
Salem, Oregon

File No. 33633, 33478, 33429,
33470 and 33466
Project No. EBF-29(14)
Bridge-Tanner Creek Section
Coos Bay-Roseburg Highway
Coos County

Dear Sir:

This is to advise that we are preparing instruments designed to correct the public record to conform to changes made during the actual construction of the Bridge-Tanner Creek Section of the Coos Bay-Roseburg Highway project. This project is presently under construction and is being built as a state bond project with no federal funds involved. Right of way was acquired under Project No. F-29(13), Bridge-Tanner Creek Section, Coos Bay-Roseburg Highway, Coos County.

These changes involve the following files:

File Number	Name	Point to be Canceled	Milepost	Point to be Granted	Milepost
33633	Culver	Station 648+00	33.035	Station 649+45	33.047
33478	Morrison	Station 712+50	34.237	Station 712+00	34.227
33429	Lancaster	Station 570+50	31.547	Station 570+82	31.553
33470	Shields	Station 666+00	33.356	Station 665+77	33.352
33466	Cribbins	Station 623+00	32.557	Station 624+80	32.576

I assume that since these changes were made during construction, your approval of the revised construction features will serve as your concurrence in the matter.

As soon as instruments have been prepared, we will forward copies for your files.

Very truly yours,

L. I. LINDAS
Chief Counsel

By

D. H. Moehring
Assistant Right of Way Engineer

SM
Attachment
cc: Lloyd P. Shaw
L. H. Young
L. I. Lindas

RECEIVED
JAN 2 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 27 1963
FOR FILING

December 27, 1963

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

Semi-final payment on contract #6033 for grading-oiling the Bridge-Tanner Creek Section of the Coos Bay-Roseburg Highway in Coos County, will be released to the contractor, White Bros. Constr. Co. Inc., after January 4, 1964.

This payment of $11,188.74 reduces the retained percentage to $48,894.44.

You have been previously advised that a claim has been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: White Bros. Constr. Co. Inc.,
P. O. Box 376
Walla Walla, Washington

cc: C. H. Maison
Attn.: John Herr

RECEIVED
JAN 2 1964
FORM E-BOX 8OM 5-63 40000
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 27, 1963

To: Mr. Walter T. Wright
Right of Way Engineer
BUILDING

SUBJECT: Changes of Access
Bridge-Tanner Creek
Coos Bay-Roseburg Highway

Herewith, five requests for changes of access on the Bridge-Tanner Creek Section of the Coos Bay-Roseburg Highway, Contract No. 6033. All the changes requested were required by conditions at the sites during the construction of the project. No change of use is involved.

It is the recommendation of this office and approved by Mr. Shaw that these changes be granted.

NOTED
LLOYD P. SHAW

F. D. Morgan
Construction Engineer

EAP:db

Attachs.

cc: Lloyd P. Shaw

RECEIVED
DEC 26 1963

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 20, 1963

SUBJECT: Changes of Access Locations
Bridge-Tanner Creek Section
Coos Bay-Roseburg Highway
Contract No. 6033

To:
Mr. Lloyd Shaw
Assistant State Highway Engineer
BUILDING

Attached are five (5) sets of forms for changes of access locations submitted by our Resident Engineer on this project. All the changes are required by conditions found to exist at the sites during the construction of this project. No changes of use are involved.

Your approval of these changes is recommended.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

CHB:fp
Enc.
cc W. T. Wright

RECEIVED
DEC 23 1963
OFFICE OF
STATE PUBLICITY ENGINEER

Attachments G. L. Decker
12-24-63

FORM E-1 (REV. 8-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER		WEEK ENDING: December 13, 1963
SECTION: Bridge - Tanner Creek		SECTION PREFIX: 6-1097
HIGHWAY: Coos Bay - Roseburg		COUNTY: Coos
NAME OF JOB: Bridge - Tanner Creek Section	KIND OF WORK: Grading, Oiling and Structure	
CONTRACTOR: White Bros. Const. Co. Inc.	CONTRACT NUMBER: 6033	FEDERAL AID PROJECT NUMBER: EBF-29 (14)
DATE OF CONTRACT: March 2, 1962	DATE WORK STARTED: April 2, 1962	ESTIMATED COMPLETION DATE:
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: SUPERVISION:	SPECIFIED WORK DAYS: 195	WORK DAYS USED: 210
PROJECT AUTHORIZATION: $ 1,232,520.41	ENGINEERING AUTHORIZATION: $ 87,645.89	PERCENT OF TIME ELAPSED: 107.2
EXCLUSIVE OF ENGINEERING: $ 1,144,874.52	ENGINEERING COST TO DATE: $ 88,597.56	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100%
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 1,128,951.82	PERCENT OF AUTHORIZATION . . . 101.1%	
ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN . . . . . 1.4 %	DATE PROJECT WAS COMPLETED: 10-18-63	

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
100	100	100	100	100	100	None	

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	3.64	3.64		3.64	
MILES PARTIALLY COMPLETED					
MILES COMPLETED	3.64	3.64		3.64	
TOTAL ESTIMATED QUANTITIES (CONTRACT)	630,300 CY	99,800 Ton		5,510 CY	
TOTAL QUANTITIES CORRECTED TO DATE	599,060 CY	109,000 Ton		4,860 CY	
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	599,060 CY	109,000 Ton		4,860 CY	
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			
MONDAY			
TUESDAY			
WEDNESDAY			
THURSDAY			
FRIDAY			
SATURDAY			

NOTED
JOHN R. OAKES

CONSTRUCTION DIVISION
RECEIVED
DEC 16 1963

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

Semi-final Estimate submitted to Division Office, December 12, 1963

As of this date contractor has not moved all equipment off the Project. The third notice of completion date will be submitted when equipment is moved.

Final report.

SIGNED Bobby D. Johnson

ADDRESS P. O. Box 374, Coquille, Oregon

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

RECEIVED
NOV 26 1963
FOR FILING

6033

November 22, 1963

White Bros. Constr. Co. Inc.,
P. O. Box 376
Walla Walla
Washington

Gentlemen:

The State Highway Commission, at its meeting on November 22, 1963, discussed with the Engineer your request for an extension of time on contract #6033. You requested 16 additional workdays within which to complete the grading-oiling of the Bridge-Tanner Creek Section of the Coos Bay-Roseburg Highway in Coos County, without assessment of liquidated damages.

After considering the report, recommendation of the Engineer, and other available information, the Commission granted your request for 16 additional workdays without assessment of liquidated damages.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: L. R. Chandler
Bobby Johnson
Frank Morgan
Bureau of Public Roads
L. H. Young
C. H. Maison

RECEIVED
NOV 4 1963
FOR FILING
6033

November 1, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

This is to advise you that seeding and mulching work on the Bridge Tanner Creek Section of the Coos Bay-Roseburg Highway, Contract No. 6033, Project No. EBF-29(14) in Coos County County, was completed October 2, 1963.

This work was authorized by Order for State Work No. 3 dated September 19, 1962.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:lb
cc: J. W. Nash

RECEIVED
OCT 31 1963
ROUTING

October 30, 1963

Oregon State Highway Commission

Gentlemen:

Request for Extension of Time
No. 2
November 20, 1963 Meeting

We have received a request for a time extension of 16 workdays from White Bros. Construction Company, contractor on the Bridge-Tarmer Creek Section of the Coos Bay-Roseburg Highway in Coos County, Contract No. 6033. The request is for an increase from 195 workdays to 211 workdays.

The request is based on the fact that rock material for fills in the river was not available in a cut as shown on the plans for the project. This required that the contractor acquire the necessary rock material at a quarry at considerable expense in both money and time. According to our records, the extra time required was 14 workdays.

In addition to this, the addition of MS-K asphalt to the leveling course as a road mix required an additional 2 workdays. This asphalt was added to the rock to upgrade the borderline material which is the best available in the area.

The Bureau of Public Roads concurs in the granting of this extension. This matter will be presented to you at the November 20 meeting and your approval is recommended.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

CHB:fp hlb

477 Cottage Street N.E.
Salem, Oregon 97301

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

October 21, 1963

A. W. Parsons, Division Engineer
08-35.4DB Salem, Oregon

By M. E. Martin
Dist. Engineer
M. E. Martin
Acting Division Engineer

Oregon Project EBF-29(14) Time extension
Bridge-Tanner Creek Section
Coos Bay - Roseburg Highway

We have received your letter of October 14, 1963 concerning the time extension request of 16 workdays from the White Bros. Construction Company, contractor on the above mentioned project.

It was apparent throughout the construction of the project that considerable delay was experienced by the contractor because of the shortage of adequate slope protection as stipulated on the plans to be in the cut area at Station 598.

The production from the new quarry was just slightly over half that of the production from the roadway cut and therefore the 14 workdays for this portion of the request appear reasonable.

The Price Agreement covering the placement of the road mix SS-K in the leveling course increased the contractor's work over and above the normal contractural work, and therefore the 2 additional days request also appears reasonable.

We therefore concur in your recommendation granting a total extension of time of 16 workdays.

NOTED
LLOYD P. SHAW

Original To Morgan
cc Young
10-29-63

October 14, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Re: Extension of Time
Bridge-Tanner Creek Section
Coos Bay-Roseburg Highway
Project No. RMF-29(14)

Dear Sir:

We have received a request for a time extension of 16 workdays from White Bros. Construction Company, contractor on this grading and oiling project. The reason cited by the contractor to justify the requested increase is the shortage of rocky material in the cut at Station 598.

Our project plans showed 37,500 cubic yards of rock in this cut and specified that this material was to be used in the bottom of the fills in the river channel. The anticipated material did not show up, and a shortage of 21,260 cubic yards had to be obtained from a quarry. The contractor's rate of production while in the cut was 1,300 cubic yards per day, and the 21,260 yards would have required 16 workdays. Due to more difficult conditions, the production at the quarry was only 700 yards per day, and the time required was 30 days. Thus, the shortage of material required an additional 14 workdays.

In addition to this, the road mixing of 3B-K in the leveling course will require an estimated two additional days over the normal time required for the placing of leveling course.

Therefore, we recommend a total extension of 16 workdays. Your concurrence in this request is solicited.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

cc Forrest Cooper
F. D. Morgan
L. H. Young
C. H. Maison

CHB:fp: ajw

FORM E-20 50M 9-62 49607

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 2, 1963

SUBJECT: Time Extension
Bridge-Tanner Creek Section
Coos Bay-Roseburg Highway
Contract No. 6033

To:
Mr. L. P. Shaw
Assistant State Highway Engineer
BUILDING

The addition of SS-K roadmix in the leveling course referred to in our letter of September 25 was not included in the original contract for this project. This material was added to the job as an experiment to determine whether this will provide a longer lasting rock course.

We have experienced some degradation of crushed rock from both McMullen Point and Kinchloe Quarry rocks, and our laboratory experiments indicate that the asphalt will retard the degradation. A Price Agreement making this addition at an anticipated cost of about $16,000 has been approved by the Bureau of Public Roads.

F. D. Morgan
Construction Engineer

By J. F. Putnam

J. F. Putnam
Assistant Construction Engineer

CHB:fp

cc L. H. Young

RECEIVED
OCT 3 1963
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 50M 9-62 69607

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 25, 1963

To:

Mr. Lloyd Shaw
Assistant State Highway Engineer
BUILDING

SUBJECT: Time Extension
Bridge-Tanner Creek Section
Coos Bay-Roseburg Highway
Contract No. 6033

Attached is a request from White Bros. Construction Company, contractor on this project, for a time extension of 16 days. The reason cited by the contractor to justify this increase is the fact that the rock embankment material in the cut at Station 598 did not show up as was shown in the plans.

Our plans showed 37,500 cubic yards of rock in this cut and this material was to be placed in the lower portions of the fills in the river. The actual amount of rock in the cut was 21,260 cubic yards short and the contractor was required to go to a quarry to make up the deficiency. The average daily production while removing rock from the cut was 1,300 cubic yards. Due to more difficult operating conditions which were fully documented in Price Agreement No. 2, the rate of production from the quarry was only 700 cubic yards per day. The additional time required to produce the 21,260 yards was 14 days.

In addition to this work, the additional time to road mix the SS-K in the leveling course is estimated at 2 work days. The roadmixing requires more time than is required under normal operations for leveling course.

The project was 88 per cent complete on September 10, 1963 and it is anticipated that the project will be completed without liquidated damages provided the time extension is granted.

We therefore recommend a total extension of 16 workdays. This matter has been discussed with Mr. Riedl of the Bureau of Public Roads who concurs in this recommendation. Rough drafts to the Bureau of Public Roads and the Highway Commission are attached.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

CHB:fp
Enc.
cc L. H. Young

RECEIVED
SEP 26 1963
OFFICE OF
STATE HIGHWAY ENGINEER

E—330 (Rev.)—5M—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract #2

Oregon State Highway Commission
Salem, Oregon

Date 7-29-63, 19

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 195 days to 211 days, within which to complete our Contract No. 6033, without the assessment of liquidated damages. The said contract is described as follows:
Grading-Oiling, Bridge-Tanner Creek Section, Coos Bay-Roseburg Hwy., Coos County
The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:
The Rip rap for Embankments that was shown on the plans was not in the cut at Station 598. As a result we were unable to complete the grading in the 1962 season as planned. In order to obtain rock for the Project, we had to Sub-Contract the remaining embankment. As a result of the unseasonable weather this spring the work has been delayed.

Respectfully submitted,

APPROVED BY HIGHWAY COMMISSION
DATE Nov. 22, 1963 for 16 workdays
Floyd Quesky
Secretary

WHITE BROS. CONSTR. CO., INC.
Contractor
By J. W. White, Secretary-Treas.

CONSENT OF SURETY

Date July 31, 163

We, General Insurance Company of America

, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

GENERAL INSURANCE COMPANY OF AMERICA
By (L. W. Neff) Attorney-in-fact

MANSFIELD & CO.
By Resident Agent

(SEAL)

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6033 Contractor White Bros. Construction Co., Inc.

Highway Coos Bay-Roseburg

Section Bridge-Tanner Creek

Kind of Work Grading & Oiling

It is recommended that the request for increase in the number of workdays within which to complete said contract be **DENIED** or **GRANTED**. The reasons for such recommendation are as follows:

Recommend 14 work days for additional time required due to shortage of rock embankment material in cut near 598 and 2 days for additional time required for road mixing SS-K in leveling course; total 16 days.

Recommended for Approval:

Division Engineer

Construction Engineer or Bridge Engineer

ASSISTANT State Highway Engineer

Contract No.	6033
Project designation	BF - 29 (14) (State-Federal)
Date awarded	3-2-62
Work started	4-2-62
Per cent completed	88% 9-10-63 (Date)
No. of Workdays Allowed	195
No. of Workdays Used	194
No. of Added Workdays Requested	16

RECEIVED
NOV 5 1963
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

EDF-29(14)

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

October 21, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on Oct. 18, 1963, on Contract No. 6033, Bridge-Tanner Creek Section, in Coos County, in connection with Federal-Aid Project No. EDF-29(14).

We request that your office inspect the contract work and return a signed copy of this letter indicating acceptance or listing below any items or conditions of the contract which would prevent your final acceptance of the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement

OCT 18 1963

Date: November 4, 1963

Conditions noted on above date:

None.

A. W. Parsons
Division Engineer

By: J. H. Girvin
J. H. Girvin
Acting District Engineer

cc: H. S. Cox

OSHD Copy

RECEIVED
AUG 2 2 1963
FOR FILING

August 21, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 6-Supplemental #4 covering additional clearing and slide correction on the Bridge-Tanner Creek Section of the Coos Bay-Roseburg Highway in Coos County, Contract No. 6033 in connection with Federal-Aid Project No. EDF-29(14).

This additional work is necessary to clean-up slides so the construction can proceed. It has been verbally approved by the BPR District Engineer. Your approval as of July 19, 1963, when the supplemental work was started, is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Enc.

RECEIVED
AUG 8 - 1963
FOR FILING

August 6, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Price Agreement No. 2, covering claim by the contractor for shortage of rock material in roadbed cut on the Bridge-Tarmer Creek Section of the Coos Bay-Roseburg Highway in Coos County, Contract No. 6033 in connection with Federal-Aid Project No. EBF-29(14).

Rock cuts did not provide sufficient material for embankments, as anticipated and shown in the plans. The shortage of 21,259.5 cu. yds. was taken from a borrow source at additional cost to the contractor for which he has made claim.

Daily records of the extra work entailed were kept by our engineering crew and are on file in the Construction Division. Copies of the summary of the records in support of the agreement price are attached.

This order was verbally recommended for approval by the BPR Area Engineer August 2, 1963. Your approval of the order as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By J. A. H.

L. H. Young
Office Engineer

DD: :
Enc.

RECEIVED
MAY 22 1963
FOR FILING

FORM E-30X—50M—10-62 44823

EFF-2 (1/4)

6033

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 20, 1963

SUBJECT: White Bros. Claim
Bridge-Tanner Creek Section
Coos Bay-Roseburg Highway
Contract No. 6033

To: Mr. L. R. Chandler
Division Engineer
State Highway Department
P. O. Box 1128
Roseburg, Oregon

Attached is a copy of a letter from the Bureau of Public Roads approving the method of determining the amount of the claim as well as the settlement of the claim under the "changed conditions" clause of our Standard Specifications. Please submit a Price Agreement using as the basis Mr. Rulien's letter of March 11, 1963.

F. D. Morgan
Construction Engineer

By
G. L. Decker
Assistant Construction Engineer

CHB:bjh
Attachment

cc: L. P. Shaw

NOTED
LLOYD P. SHAW

RECEIVED
MAY 21 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 16 1963
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

May 13, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: White Bros. Claim
Bridge-Tanner Creek Section
Coos Bay-Roseburg Highway
Project No. BBF-29(14)

Dear Sir:

At the verbal request of Mr. Paul Ricci of your office, we submit the following information in addition to that in our letter of April 16:

At the time the project was bid, the contractor had three choices of source for the rock embankment material. These were the Kinchloe Quarry, the Culver Quarry prospect, or a roadway cut on the next job east. Because we were preparing final plans in preparation for letting a contract on the adjacent project (Tanner Creek-Remote Section) we would not allow the contractor to remove material which would unbalance our haul computations.

The two quarries, Culver and Kinchloe, are on adjacent properties and are situated south of the river. Kinchloe has developed his quarry and has a bridge and road constructed for an access route. The State-owned Culver site has never been developed and can be reached only by constructing a bridge and access road, or by making an agreement with Kinchloe for use of his bridge and extending a road through to the Culver site.

Making such an agreement with Kinchloe would be difficult at best, and this plus the d evelopment costs makes the Kinchloe Quarry the only logical source of material.

The Kinchloe Quarry has areas of poor rock which must be separated from the good rock in order to obtain specification material. This was known to the contractor prior to the bid opening, but the contractor encountered a much greater amount of poor material than had previously been encountered in this quarry. In addition to this, the State Industrial Accident Commission required that the contractor reduce the face height by benching. This was completely unanticipated and caused a considerable increase in the production costs.

NOTED
LLOYD P. SHAW

As soon as the contractor found out what the costs were at the Kinchloe Quarry, he started looking for another source. After considerable effort, he made an agreement with the contractor on the Tanner Creek-Remote job, which had by then been contracted, to furnish the remainder of the required rock. In order to keep his grading job going, the contractor had to continue producing this rock embankment material which went into the lower portions of the fills.

We believe that the contractor used the most logical source of material and operated in the most efficient manner possible under the circumstances. We again recommend approval of the contractor's claim.

Very truly yours,

F. D. Morgan
Construction Engineer

By
G. L. Decker
Assistant Construction Engineer

CHB:hjh

cc: L. P. Shaw
L. R. Chandler

RECEIVED
MAY 14 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 18 1963
FOR FILING

April 18, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 6-Supplemental, covering slide correction on the Bridge-Tanner Creek Section of the Coos Bay-Roseburg Highway in Coos County, Contract No. 6033 in connection with Federal-Aid Project No. RRF-29(14).

Additional work is necessary due to slides and erosion occurring during the past winter. The original Order was approved by the BPR, July 18, 1962.

This additional work was verbally approved by the B.P.R. District Engineer, April 16, 1963.

No additional or special benefits will accrue to the property owner because of this Order.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CT:bb

Enc.

RECEIVED
APR 17 1963
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

April 16, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N.E.
Salem, Oregon

RE: White Bros. Claim
Bridge-Tanner Creek Section
Coos Bay-Roseburg Highway
Project BBF-29(14)

Dear Sir:

We have received a claim from the contractor on this project for additional compensation due to a changed condition. Our plans show that an estimated 37,500 cubic yards of material suitable for rock embankment material would be available in the cut between Stations 597 and 600. The quantity available in this cut turned out to be on 16,240 cubic yards, or some 21,260 cubic yards less than the quantity shown on the plans.

Under bid item #6, the contractor was to furnish rock embankment from a source of his own choosing. The bid price on this item was $1.40 per cubic yard for the bid amount of 43,000 cubic yards.

The shortage of material in the cut required an increase in the amount of material to be furnished under bid item #6. Due to circumstances apparently beyond the control of the contractor, the unit cost to the contractor for the material taken from Kinchloe quarry was $2.66 per cubic yard. This source was chosen by the contractor and accurate costs of the operation were kept by our resident engineer. The contractor removed an estimated 39,100 cubic yards from this source.

The remaining 27,600 cubic yards required has been subcontracted to another contractor, who is working on an adjacent project, at a price of $1.30 per cubic yard. The average cost of the total 66,700 cubic yards is estimated to be about $2.10 per cubic yard.

The added cost to the contractor (the difference between the

NOTED
LLOYD P. SHAW

$2.10 cost and $1.40 bid) per cubic yard is then $0.70. This cost times the 21,260 cubic yards shortage in the cut gives a value of about $14,882.00 for the changed condition.

The above quantities are approximate, so the exact value of the changed condition is also approximate. We propose to determine the exact quantities and amounts when this portion of the job is completed, and to prepare a Price Agreement based on the above method of calculations. The exact values will be computed by our Chief Cost Analyst.

Your concurrence in the method of calculation of the value of the claim, and approval of the method of settlement, is requested.

Very truly yours,

F. D. Morgan
Construction Engineer

By J. F. Putnam
J. F. Putnam
Assistant Construction Engineer

CHB:fp

cc Lloyd Shaw
L. R. Chandler

RECEIVED
APR 16 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 16 1963
FOR FILING

Salem, Oregon
March 18, 1963

Agenda Item 1-d

Mr. L. I. Lindas
Chief Counsel
Office

File No. 33478 - Morrison
Bridge-Tanner Creek Section
Coos Bay-Roseburg Highway
Coos County

Attention: Mr. Walter T. Wright
Right of Way Engineer

Attached for further handling are two fully executed copies of a Grant of Access to the Henry C. Ahrens property on the Bridge-Tanner Creek section of the Coos Bay-Roseburg Highway in Coos County.

A conformed copy of the above Grant of Access has been retained in this office.

Secretary

rn
Attach: 2

1-d

FORM E-30 50M 6-61 26681

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
February 27, 1963

AGENDA
MAR 14 1963
1d

SUBJECT: AGENDA ITEM FOR MARCH 14 COMMISSION MEETING
File No. 33478 - Morrison Bridge-Tanner Creek Section
Coos Bay-Roseburg Highway
Coos County

To:
Mr. Floyd Query
Secretary

O f f i c e

Please place on the agenda of the March 14 meeting a Grant of Access between the State of Oregon and Henry C. and Anne L. Ahrens.

Two copies of the instrument should be returned to us after approval and execution by the Commission.

L. I. LINDAS
Chief Counsel

By Walter T. Wright
Walter T. Wright
Right of Way Engineer

WTW:sm

Attachments
Grant of Access in
triplicate

cc: L. I. Lindas

(A)
2 COPIES TO BE SIGNED
(by Commission)

R.E.

RECEIVED
MAR 14 1963
FOR FILING

March 13, 1963

General Insurance Company of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of $1,005.33 plus interest, which has been filed with the Secretary of State by Newport Construction Company for equipment rental, labor and materials furnished to White Brothers Construction Company, Inc.

This appears to be in connection with the White Brothers Construction Company, Inc., Contract No. 6033 for grading and oiling on the Bridge-Tanner Creek Section of the Coos Bay-Roseburg Highway in Coos County.

We provide this information as your company is listed as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att.

cc Mansfield & Company
1975 S. W. 5th Avenue
Portland 1, Oregon

NOTED ON CARD

White Bros. Construction Co., Inc.
P. O. Box 376
Walla Walla, Washington

CWH:fkn

March 13, 1963

King, Miller, Anderson, Nash & Yerke
Attorneys and Counselors at Law
American Bank Building
Portland 5, Oregon

Gentlemen:

This is to acknowledge receipt of your letter of March 6 and attached Notice of Claim of Newport Construction Company for equipment rental, labor and materials, furnished to White Brothers Construction Company, Inc., in the amount of $1,005.33 plus interest.

The claim states this is in connection with the White Brothers Construction Company, Inc., Contract No. 6033, for grading and oiling on the Bridge-Tanner Creek Section of the Coos Bay-Roseburg Highway in Coos County.

The General Insurance Company of America through Mansfield and Company, 1975 S. W. 5th Avenue, Portland 1, furnished the performance bond, which is given to assure completion of the contract and payment of all bills incurred in it. The State does not make payment of claims, but looks to the prime contractor and surety for such payment. We make no effort to determine the validity of a claim for the reason that many claims are controversial.

The Secretary of State has informed us that the Newport Construction Company claim was filed in his office on March 7, 1963, and was assigned his File No. 4000.

This information has been noted in our records, and we will advise the surety and the contractor of this filing.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD

cc Commissioners

CWH:fkn

HOWELL APPLING, JR.
Secretary of State

STATE OF OREGON
DEPARTMENT OF STATE
SALEM 10

March 7, 1963

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

We have received from R. Lee Johnson, c/o King, Miller, Anderson, Nash, & Yerke, American Bank Building, Portland 5, Oregon and filed as of this date, a notice of claim by Newport Construction Co., for rental of a Buffalo Springfield Roller to White Brothers Construction Co., Inc. for labor and materials furnished by said Newport Construction Co. in repairing and unloading said Buffalo Springfield Roller in the sum of $1,005.33 togehter with interest at the reate of 6 per cent per annum from December 14, 1962, against the bond taken from White Brothers Construation Co., principal and General Insurance Company of America, surety, for the work of said White Brothers Construction Co., Inc., on Oregon State Highway Commission's contract No. 6033 for grading and oiling in the Tanner Creek section of the Coos Bay-Roseburg Highway in Coos County, Oregon.

We are enclosing three copies of the claim for your information and files.

Kindly ~~acknowledge~~ receipt of the copies on the enclosed carbon copy. Ret - 3/11/63 L.H.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By Geo A Stephens
Public Records Section

GS:FK
Enc.

NOTED ON CARD
dc

NOTED
FLOYD QUERY

NOTED
C. W. HEAD

KING, MILLER, ANDERSON, NASH & YERKE
ATTORNEYS AND COUNSELORS AT LAW
AMERICAN BANK BUILDING
PORTLAND 5, OREGON
TELEPHONE
226-2431

RALPH H. KING
ROBERT S. MILLER
GRANT T. ANDERSON
FRANK E. NASH
FREDRIC A. YERKE, JR.
NORMAN J. WIENER
ORVAL O. HAGER
JOHN W. HILL
CURTIS W. CUTSFORTH
MAURICE O. GEORGES
MARK C. McCLANAHAN
CLIFFORD N. CARLSEN, JR.
HELEN F. ALTHAUS
DONALD R. HOLMAN
RICHARD C. HELGESON
KENNETH W. HERGENHAN
JEAN P. LOWMAN
WILLIAM B. CROW
R. LEE JOHNSON
HARVEY C. BARRAGAR
GERALD A. FROEBE
A. THOMAS NIEBERGALL

March 6, 1963

Oregon State Highway Commission
Salem 10, Oregon

Attention: Mr. Floyd A. Query

Subject: Oregon State Highway Commission's contract No. 6,033 with White Brothers Construction Co., Inc., for grading and oiling in the Tanner Creek section of the Coos Bay Roseburg Highway in Coos County, Oregon

Dear Sir:

We are attorneys for Newport Construction Co. which has a claim in the amount of $1,005.33 against White Brothers Construction Co., Inc., arising out of the subject contract. Enclosed is a notice of said claim. A similar notice has also been filed with the Secretary of State in accordance with ORS 279.314.

We understand that there are still funds due or to become due to White Brothers from the Oregon State Highway Commission under the subject contract. Therefore, in accordance with ORS 279.314, it is hereby requested that the commission pay to Newport Construction Co. the amount of its claim against White Brothers.

The Buffalo Springfield Roller referred to in the notice of claim was rented to White Brothers during the period September 18, 1962, to October 8, 1962, and October 25, 1962, to December 6, 1962, at a rental of $1,025.81. In addition, Newport Construction Co. performed certain repairs on the equipment which were for White Brothers' account in the amount

of $734.52. There was also an unloading charge of $4.50. White Brothers has paid the sum of $759.50, and thus there is due and owing to Newport Construction Co. $1,005.33, plus interest at the rate of 6 per cent per annum from December 14, 1962.

Yours very truly,

KING, MILLER, ANDERSON, NASH & YERKE

By R. Lee Johnson

RECEIVED
MAR 7 1963
OREGON
STATE HIGHWAY COMMISSION

March 1, 1963

To: Oregon State Highway Commission

Notice is hereby given that the undersigned, Newport Construction Co., an Oregon Corporation, has a claim for rental of a Buffalo Springfield Roller by Newport Construction Co. to White Brothers Construction Co., Inc., for the period September 18 to October 8, 1962, and for the period October 25 to December 6, 1962, and for labor and materials furnished by said Newport Construction Co. in repairing and unloading said Buffalo Springfield Roller in the sum of $1,005.33, together with interest at (+ interest) the rate of 6 per cent per annum from December 14, 1962, against the bond, No. 447,722, taken from White Brothers Construction Co., Inc., a Washington Corporation, as principal, and General Insurance Company of America, a Washington corporation, as surety, for the work of said White Brothers Construction Co., Inc., on Oregon State Highway Commission's contract No. 6,033 for grading and oiling in the Tanner Creek section of the Coos Bay Roseburg Highway in Coos County, Oregon.

Newport Construction Co.

By E. J. Nevitt
Secretary

RECEIVED
MAR 7 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 17 1962
FOR FILING

6033

December 14, 1962

Mr. A. M. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 10 covering fence wings to 24" corrugated metal pipe used as cattle pass on the Bridge-Tenmile Creek Section of the Coos Bay-Roseburg Highway in Coos County, Contract No. 6033, in connection with Federal-Aid Project No. ESF 29(14).

This work is necessary to take care of State's obligation incurred by Right of Way File 33429. This necessitates construction of Type 2 fence from Right of Way line to ends of steelpass.

This work was verbally recommended for approval by BPR Area Engineer December 3, 1962. Your approval of the order as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mmb
Enc.

RECEIVED
NOV 27 1962
FOR FILING
F 2 F-2(14)
6033

November 26, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 9 covering furnishing and installation of 1-inch plastic water line and connections on the Bridge-Tenmile Creek Section of the Coos Bay-Roseburg Highway in Coos County, Contract No. 6033, in connection with Federal-Aid Project No. HDF-29(14).

Subsequent R/W agreement, W. A. Cribbins (R/W File #33431), provides for replacement of existing water line to insure water for domestic use.

This work was discussed with and verbally approved by, BPR Area Engineer on November 5, 1962. Your approval is requested as of that date.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:lt
Enc.

RECEIVED
NOV 20 1962
FOR FILING

November 19, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 6 - Supplemental No. 2, covering slide correction on the Bridge-Tanner Creek Section of the Coos Bay-Roseburg Highway in Coos County, Contract No. 6033, in connection with Federal Aid Project No. ERP-29(14).

Additional work is necessary to correct slide conditions. The original order was approved by the BPR, July 18, 1962. Copies of our Assistant Division Engineer's letter explaining the work to be done and necessity are attached.

This additional work has been verbally recommended for approval by the BPR Area Engineer.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:bb

Enc.

RECEIVED
OCT 16 1962
FOR FILING

October 16, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 6 Supplemental, covering slide correction on the Bridge-Tenmile Creek Section of the Coos Bay-Roseburg Highway in Coos County, Contract No. 6033, in connection with Federal-Aid Project No. ESP-2?(14).

Additional correction is necessary to correct slide conditions. The original order was approved by the BPR July 18, 1962. Copies of our Assistant Division Engineer's letter explaining the work to be done and the necessity are attached.

This additional work has been verbally recommended by the BPR Area and Assistant Area Engineers.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DEP:rmb
Enc.

RECEIVED
OCT 10 1962
FOR FILING
EEF-39(14)
6123

Salem, Oregon
October 9, 1962

Mr. F. B. Klaboe
Assistant Construction Engineer
B u i l d i n g

Indenture of Access
Bridge-Tanner Creek Section
Coos Bay-Roseburg Highway

Reference is made to your letter of October 3 concerning a grant of access at mile point 34.14 to the Henry C. Ahrens property on the Coos Bay-Roseburg Highway. This involves access rights that were obtained under Right of Way file 33478 and Deed No. 23061.

The file is not too clear but from Mr. Baker's letter, I get the impression that a road approach previously existed at Station 708. On this basis, I am approving the application for grant of access. If you find that no previous approach was situated in this location, please contact me before taking further action.

R. L. Porter
Assistant State Highway Engineer

Attachment

FORM E-30 SDM 11-61 40230

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

October 3, 1962

SUBJECT: Indenture of Access
Bridge-Tanner Creek Section
Coos Bay-Roseburg Highway

To:

Mr. R. L. Porter
Assistant State Highway Engineer
Building

I am forwarding to you herewith the file for the subject access permit. Road approach application was received from Henry C. and Anne L. Ahrens for a road approach on the subject section of the Coos Bay-Roseburg Highway.

The Ahrens purchased several acres of property which had one access point to the highway. Later on they sold the easterly portion of this property to another individual along with the access road. In the intervening period, the Ahrens had moved the dwelling to the portion of the property which they had retained and it seems that the persons who purchased the portion of property with the access right will not allow them to use this point of access. They then applied for a road approach from Geoge C. Baker, District Maintenance Superintendent. In checking with the Right of Way Division, we were informed that no damages had been paid for the restriction of access to specific locations.

The Coos Bay-Roseburg Highway is not on the State throughway system and, as such, it is my recommendation that this road approach permit be issued without the provision for the deceleration and increased radius features. All other approaches of this type on this particular section of highway are of a rather simple type.

F. D. Morgan
Construction Engineer

By
F. B. Klaboe
Assistant Construction Engineer

NOTED
R. L PORTER

GKA:jp
Enclo.

RECEIVED
OCT 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 10 1962
FOR FILING
SIF-SP(LW)
6033

477 Cottage Street, N.E.
Salem, Oregon

October 9, 1962

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

A. W. Parsons, Division Engineer
08-35.4-DB Salem, Oregon

Bridge-Tanner Creek Section
of the Coos Bay-Roseburg Highway
Project EBF-29(14)
Order for State Force Work No. 4

Reference is made to your letter dated October 5, 1962 concerning subject order.

We are approving the use of State forces as being in the public interest under provisions of FPM 21-6.3 for the following reasons:

1. The contractor on the subject project is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has the necessary special boring equipment and trained personnel to perform the work most economically.

3. The work needs to be performed as the contractor's work progresses and necessity arises, in order to remove excessive subsurface drainage and, thereby, prevent extensive slide action and damage to the new facility. The uncertainty as to the extent of the work, drilling conditions to be encountered and delays occasioned by the contractor's grading operations would tend to result in excessively high bid prices if the work was undertaken under a separate contract. It, therefore, is impractical to contract the work.

original To Young
with attachment
10-10-62

NOTED
R. L. PORTER

RECEIVED
OCT 5 1962
FOR FILING

DATE 10/8/62
6033

477 Cottage Street, N.E.
Salem, Oregon

October 5, 1962

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

A. W. Parsons, Division Engineer
08-35.8-DB Salem, Oregon

Bridge-Tanner Creek Section
Coos Bay-Roseburg Highway
Oregon P.Q.P. No EBF 29(14)

Reference is made to your letter dated October 3, 1962 concerning subject order.

We are approving the use of State Forces as being in the public interest in accordance with PPM 21-6.3 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has trained men and specialized equipment to perform the work most economically.

3. The amount of the work is too small to warrant a separate contract.

Reimbursement will be made on an actual cost basis.

original To Young
with attachment
10-8-62

NOTED
R. L. PORTER

RECEIVED
JUL 27 1962
FOR FILING
6033

October 5, 1962

Mr. L. H. Parsons
Division Engineer
Bureau of Public Roads
477 College St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 4, Account No. 233 covering horizontal drains on the Bridge-Denver Creek Section of the Cave Junction-Grants Pass Highway in Josephine County, Contract No. 6031, in connection with Federal-aid Project No. [illegible]-2)(14).

This work is necessary to drain underground water from cutbanks causing seepage for slide prevention.

The contractor is not equipped to do this work. The State has the special equipment operated by experienced crews to do the work more economically than by contract. The work will need to be coordinated with progress of the construction.

The total estimated amount of the order is $4,750.00 with Federal participation of $3,250.00.

Your approval of this order on actual cost basis under the provisions of PPM 21-6.3 as of October 5, 1962, is requested. It has been verbally recommended for approval by the BPR Area Engineer.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DHP:mmb
cc:

RECEIVED
OCT 4 1962
FOR FILING

October 3, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 3, Account No. 224-238, covering seeding and mulching on the Bridge-Tanner Creek Section of the Coos Bay-Roseburg Highway in Coos County, Contract No. 6033, in connection with Federal Aid Project No. ESF 29(14).

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The State has the necessary special equipment to do the work more economically than by separate contract.

Your approval of this order on actual cost basis under the provisions of PPM 21-6.3 is requested.

The total estimated amount of the order is $3,200, with Federal participation of $1,920.

Very truly yours,

Forrest Cooper
State Highway Engineer

By J A H

L. H. Young
Office Engineer

DPB:lt

Enc.

RECEIVED
OCT 16 1962
FOR FILING
6033

Salem, Oregon
September 27, 1962

Agenda Item 1g-3

File No. 33633 - Culver
Bridge-Tanner Creek Section
Coos Bay-Roseburg Highway
Coos County

Mr. L. I. Lindas
Chief Counsel
Office

Attention: Mr. Walter T. Wright
Right of Way Engineer

Attached for further handling are two fully executed copies of an Indenture of Access to the Dwight Culver property on the Bridge-Tanner Creek Section of the Coos Bay-Roseburg Highway in Coos County.

A conformed copy of the above Indenture has been retained in this office.

Secretary

rn
Attach: 2

FORM E-20 SOM 8-61 30661

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
September 10, 1962

AGENDA
SEP 20 1962
19-3
Dg-3

SUBJECT: AGENDA ITEM FOR SEPTEMBER 20 COMMISSION MEETING
File No. 33633 - Culver
Bridge-Tanner Creek Section
Coos Bay-Roseburg Highway
Coos County

To:
Mr. Floyd Query
Secretary

O f f i c e

Please place on the agenda of the September 20 meeting an Indenture of Access between the State of Oregon and Mr. and Mrs. Dwight Culver.

Two copies of the instrument should be returned to us after approval and execution by the Commission.

L. I. Lindas
Chief Counsel

By Walter T. Wright
Walter T. Wright
Right of Way Engineer

WTW:SM

Attachments (3)
Indenture

cc Mr. L. I. Lindas

(A)
2 COPIES TO BE SIGNED
(by Commission)

1 copy in Surplus

Surplus right of access ... leave as is ... Marching ... with Culver

R E

RECEIVED
AUG 24 1962
FOR FILING

August 23, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 6 covering pioneering of slide and extra clearing on the Bridge-Tarmer Creek Section of the Coos Bay-Roseburg Highway in Coos County, Contract No. 6033, in connection with Federal-Aid Project No. [illegible]-29(14).

Additional clearing and slide breakdown as normal earth moving equipment can be used for the removal is necessary. The clearing is outside of the normal slopes. The slide material will be moved under contract unit prices.

This work has been verbally recommended for approval by the BPR Area Engineers and the Field authorized to proceed as of July 18, 1962. Approval as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mmb
Enc.

RECEIVED
AUG 23 1962
FOR FILING
6022

August 22, 1962

Mr. A. M. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Price Agreement No. 1 covering slide removal and slope benching on the Bridge-Tanner Creek Section of the Coos Bay-Roseburg Highway in Coos County, Contract No. 6033, in connection with Federal-Aid Project No. RSF-29(14).

This work is necessary for the removal of slide material and slide correction. Area clearing and pioneering of the area will be done under Order for Extra Work No. 6. The slide removal will be done at contract prices for general excavation.

The work was verbally recommended for approval by the BPR area engineers and the field authorized to proceed July 18, 1962. Approval as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mmb
Enc.

RECEIVED
AUG 16 1962
FOR FILING
6032

August 16, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Clearing for Power Line Adjustments
Coos-Curry Electric Cooperative, Inc.
Bridge-Tanner Creek Section
Coos Bay-Roseburg Highway
Coos County
Project No. RBF-29(14)

Dear Sir:

Attached are two copies of correspondence concerning clearing work done by the State's contractor, White Bros. Construction Co., for the Coos-Curry Electric Cooperative, Inc., on the subject project.

Included are copies of the estimate in the amount of $386.40 from the Utility for this work. This type of work is not normally done by the Utility, and the State's contractor was working in the area to be cleared, with the proper equipment. The power line was in the contractor's way, and to expedite this work for both the contractor and the Utility, Resident Engineer, B. D. Johnson, approved the work as outlined. Work began on July 27, 1962, and was completed on July 31, 1962.

It is felt that this was the most economical method to use, under the circumstances, and that the most satisfactory results were obtained. Your approval is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. N. Young
Office Engineer

DBP:bb

RECEIVED
COMMISSIONERS 1962
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH W. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

6053

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

August 2, 1962

Mr. Paul R. Cressman
Rummens, Griffin, Short & Cressman
Attorneys at Law
Suite 1107, Olympic National Life Building
920 Second Avenue
Seattle 4, Washington

Re: Contract No. 6033 - Coos Bay-Roseburg Highway

Dear Mr. Cressman:

This will acknowledge your letter of July 31, 1962, wherein you have notified us that you will make a claim for extra compensation for the shortage of rip rap material that has developed at approximately Station 599. The allegations in your letter have been forwarded to our field engineering office for investigation and determination. They have also been notified that it will be necessary to keep a strict account of the actual costs incurred by your client in producing the rip rap required, in accordance with Article 196 of the Standard Specification form.

There have been no amendments tothe Standard Specification form other than those which appear as Special Provisions for each contract since May 1, 1954.

Very truly yours,

F. D. Morgan
Construction Engineer

By
F. B. Klaboe
Assistant Construction Engineer

FBK:bjh

cc: R. L. Porter
L. I. Lindas
L. R. Chandler

AUG 3 1962
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30X—50M—11-61—60231

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 2, 1962

SUBJECT: Coos Bay-Roseburg Highway
Contract No. 6033

To: Mr. L. R. Chandler
Division Engineer
State Highway Department
Roseburg, Oregon

Enclosed find a copy of a letter from Mr. Paul R. Cressman, attorney, representing the White Bros. Construction Co. on this project. Apparently the White Bros. intend to make a claim for additional compensation for the shortage of rip rap that has developed at approximate Station 599. Please contact the contractor and advise him that you have been appraised of his desires and that you will keep an accounting of the costs involved in obtaining this additional material.

If it is possible to settle the matter by some other method so that a claim is unnecessary, please advise.

F. D. Morgan
Construction Engineer

By
F. B. Klaboe
Assistant Construction Engineer

FBK:bjh
enc.

cc: R. L. Porter
L. I. Lindas

RUMMENS, GRIFFIN, SHORT & CRESSMAN
ATTORNEYS AT LAW
SUITE 1107 OLYMPIC NATIONAL LIFE BUILDING
920 SECOND AVENUE
SEATTLE 4, WASHINGTON

MU. 2-3333

TRACY E. GRIFFIN, 1957
GEO. H. RUMMENS
KENNETH P. SHORT
PAUL R. CRESSMAN
RICHARD M. OSWALD
JOHN H. FALTYS
DONALD A. CABLE
WILLIAM L. HINTZE
JOHN O BURGESS
DOUGLAS R. HARTWICH

July 31, 1962

REFERRED TO
Forrest Cooper
BY SECRETARY

Oregon State Highway Department
Salem
Oregon

Re: Contract No. 6033 - Coos Bay - Roseburg Highway

Gentlemen:

We are the attorneys for White Bros. Construction Co., the contractor on the above referenced project.

It is our understanding that your representatives have already been apprised of the fact that the contractor has discovered a shortage of material at approximately Station 599. The purpose of this letter is to comply with the State Highway Department Standard Specifications with reference to "Claims for Extra Compensation".

It is the contractor's understanding that the contract documents represented that approximately 37,000 yards of rip rap material would be available to the contractor at approximately Station 599. When the contractor commenced to obtain such material it was discovered only approximately 7,900 yards were available at this particular location. There should be no dispute that the contractor's bid was premised upon adequate rip rap material as represented at the particular station. This fact is reflected in the contractor's bid item.

The contractor, through this letter, respectfully makes claim for the additional cost that will be necessary to obtain the required material from another source. It is our understanding that notice of such claim should be made prior to the actual work being commenced to obtain the material from another source. This letter may serve as notice to the State that the contractor may soon need to resort to another source to obtain the material that was unavailable at approximately Station 599. We assume that your representatives will contact the contractor directly to determine where the additional material will be obtained and the extra cost thereof. If your representatives do not contact the contractor in this regard, we shall again communicate with your office and advise as to the extra cost to the contractor of obtaining the necessary material over and above the bid price.

Porter

The writer represents that he has full authority from White Bros. Construction Co. to submit this letter as notice of claim pursuant to the Standard Specifications.

We would appreciate acknowledgment of receipt of this letter and also whether there have been any amendments to the Standard Specifications later than the issue dated May 1, 1954.

Very truly yours,

Paul R. Cressman

PRC:mbh

cc: Mr. O. A. White, P. O. Box 188, Newport, Oregon

RECEIVED
AUG - 1 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 1962
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

RECEIVED
JUL 5 1962
LEGAL & RIGHT OF WAY

Salem, Oregon
July 3, 1962

603

To:

Mr. Walter T. Wright
Right of Way Engineer
Building

SUBJECT: Grant of Access Road Approach Permit
Dwight & Nellie Mae Culver
R/W File No. 33633
Coos Bay-Roseburg Highway
Bridge-Tanner Creek Section

Attention: Mr. D.H. Moehring

NOTED
D. H. MOEHRING

This office has studied the subject request for access and find it to lie safely within our design standard for traffic safety. We have no objections to the granting of said access.

F.D. Morgan
Construction Engineer

By
F.B. Klaboe
Assistant Construction Engineer

original To Wright
with attachments

DNS:jp 7-17-62

RECEIVED
JUL 5 1962
RIGHT OF WAY

FORM E-30 SOM 6-61 26681

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
June 27, 1962

RECEIVED
JUN 28 1962
LEGAL & RIGHT OF WAY

To: Walter T. Right
Right of Way Engineer
Salem, Oregon

SUBJECT: Grant of Access
Road Approach Permit
Dwight & Nellie Mae Culver
R/W File #33633
Coos Bay-Roseburg Highway
Bridge - Tanner Creek Section

Forwarded herewith is information for Grant of Access and Road Approach forms with sketch map showing a requested Grant for Dwight and Nellie Mae Culver on subject project. The Culver's own over 1,000 feet of frontage on the Coos Bay-Roseburg Highway and were granted only one permit to their home on this property. He has now decided to sub-divide this property and taking into consideration, the other acceses which were granted along this route, we feel that his request does have justification.

In checking with the right of way agents in this office, they have stated that they have no objections to this grant and if the request had been made at the time of purchase, that additional access would have been allowed. They also state that no additional mohey was paid for the lack of another access.

We recommend your approval on this request.

Attig - Is this OK from traffic safety staff?

J. F. Putnam
Ass't Division Engineer

JFP:lf
Attach.

CONSTRUCTION DIVISION
RECEIVED
JUN 29 1962
NOTED: CE ACE AGE COE

REFERRED 6-28-62
TO Const Engr
FOR approval.

PLEASE REPLY BY
DAVID H. MOEHRING

RECEIVED
JUN 28 1962
RIGHT OF WAY

Original To Wright
with attachments
7-17-62

RECEIVED
JUL 2 1962
FOR FILING

File
6033

June 29, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 5, covering channel correction on the Bridge-Tanner Creek Section of the Coos Bay - Roseburg Highway in Coos County, Contract No. 6033, in connection with Federal-Aid Project No. BBF-29(14).

The removal of two large boulders in the Coquille River to improve the channel and make room for rock slope protection is an anticipated item in the contract. The boulders are within the project limits.

This work has been verbally recommended for approval by the BPR Area Engineer.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:ra
Enc.

RECEIVED
JUN 19 1962
FOR FILING
6033

June 18, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 4 covering adjustment of water lines on the Bridge-Tunner Creek Section of the Coos Bay-Roseburg Highway in Coos County, Contract No. 6033, in connection with Federal Aid Project No. RSP-29(14).

The property owners are not equipped to adjust the water lines. The work will need to be done in coordination with the contractor's work, particularly the temporary lines that will be required until construction permits permanent installation.

This work was an anticipated item of the contract and has been verbally recommended for approval by the B. P. R. Area Engineer.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Enclosure

DBP:cr

RECEIVED
MAY 31 1962
COMMISSIONERS
FOR FILING
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM
ENT-29(14)
6 i 22

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

May 29, 1962

Mr. Carl M. Felker
Attorney at Law
435 S. E. Kane Street
Roseburg, Oregon

Re: Bridge-Tanner Creek Section
Coos Bay-Roseburg Highway
Contract #6033
Beckley & Thomas Rock Products

Dear Mr. Felker:

In reply to your letter of May 25, 1962, please be advised that this contract, as well as Contract #6006, is a Federal-Aid Primary Project. Accordingly, the contents of our letter of May 23, concerning the status of Beckley & Thomas under Contract #6006, are also applicable to the above-captioned contract.

Very truly yours,

L. I. LINDAS
Chief Counsel

By
ALAN F. JOHANSEN
Staff Attorney

AFJ:ks

cc: R. L. Porter
F. B. Klaboe

NOTED
R. L. PORTER

LAW OFFICES

GEDDES, FELKER, WALTON & RICHMOND

488 S. E. KANE STREET

ROSEBURG, OREGON

PAUL E. GEDDES
CARL H. FELKER
DUDLEY C. WALTON
JAMES G. RICHMOND

MAILING ADDRESS P.O. BOX 1008

TELEPHONE ORCHARD 3-4468

May 25, 1962

State Highway Department
Salem, 10, Oregon

Attention: Mr. Allen H. Johansen, Legal Department
Re: Bridge-Tenmile Creek section, Coos Bay-Roseburg Highway, Contract #6033
Beckley & Thomas Rock Products, Roseburg

Dear Mr. Johansen:

I received your letter of May 23, 1962, concerning the status of my clients, Beckley & Thomas, under State Contract #6006. My clients are also involved as a supplier on the abovementioned State Highway contract with White Brothers as supplier of rock products, and I would assume from the contents of your letter of May 23, 1962, that the same opinion would control. However would appreciate your checking the matter and advising me as quickly as possible as to whether or not the contents of your letter of May 23rd is not applicable to the White Brothers contract, as it is my opinion that Highway 42 is an intrastate highway rather than an interstate highway.

Very truly yours,

Carl H. Felker

CHF:hms

RECEIVED
MAY 1962
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

6033

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

May 15, 1962

West Coast Telephone Company
1800 - 41st Street
Everett, Washington

ATTENTION: Mr. L. S. Hankinson

Re: Telephone Line Adjustment
Bridge-Tanner Creek Section
Coos Bay-Roseburg Highway
Coos County
Project: EBF-29(14)

Gentlemen:

Your estimate and sketch map for the adjustment of your facilities on this project has been approved by the Bureau of Public Roads and the State. You are hereby authorized to proceed with the work as of May 8, 1962.

Reimbursement for the work subsequent to this date will be made under the terms of PPM 30-4. In accordance with amendment to PPM 30-4 numbered PPM 30-4(2) dated 9-15-61, paragraph 10b(1)b, interest during construction is not eligible for reimbursement.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

FWS:bjh

cc: G. S. Paxson
R. L. Porter
L. H. Young
C. G. Polk
L. R. Chandler
Bobby Johnson
Paul Barnhart

RECEIVED
MAY 16 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. PAXSON

RECEIVED
FORM CD-121 (9-22-59) 1962
FOR FILE
6033

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street N.E.
Salem, Oregon

DATE: May 8, 1962

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

FROM : C. G. Polk, Division Engineer
Salem, Oregon

By: T. Dec
T. Dec, Acting Division Engineer

SUBJECT: Utility Adjustment
West Coast Telephone Company
Bridge - Tanner Creek Section
Oregon Project EBF-29(14)

Your letter of February 15, 1962 and April 27, 1962 and the Utility letter dated April 19, 1962, including cost estimate and sketch map, are approved as the basis for an agreement covering required adjustments of the Utility's facilities on the subject project.

You are authorized to proceed with the work as of this date. Reimbursement will be subject to the provisions of PPM 30-4. In accordance with amendment to PPM 30-4 numbered PPM 30-4(2) dated 9/15/61, paragraph 10.b(1)b, interest during construction is not eligible for Federal participation.

Copy To:
AJ
5-10-62

RECEIVED
MAY 10 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 1962
FOR FILING
6033

May 7, 1962

Mrs. Myrtle Dunn
Bridge Route, Box 126A
Myrtle Point, Oregon

Dear Mrs. Dunn:

The matter of the muddying up of your domestic water supply in Belieu Creek on the Bridge-Tanner Creek Section has been investigated by our Field Engineer. He reports that the contractor has finished his work on the creek and that the condition should not again arise.

Thank you for bringing this matter to our attention.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Assistant State Highway Engineer

FBK:bjh:ajw

cc Forrest Cooper
W. D. Morgan

FORM E-20 50M 11-61 40230

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 4, 1962

SUBJECT: Bridge-Tanner Creek Section
Contract No. 6033

To: Mr. R. L. Porter
Ass't. State Highway Engineer

O F F I C E

Reference is made to a complaint by Mrs. Myrtle Dunn that the operation of the State Highway contractor on this project was polluting their domestic water supply. Our Resident Engineer reports that he has discussed the matter with Mrs. Dunn and has assured her that we will keep the muddying of the stream from which she takes her water to an absolute minimum.

We believe that the problem no longer exists and that it will not arise again in the future. A rough draft to Mrs. Dunn is attached.

F. D. Morgan
Construction Engineer

By
F. B. Klaboe
Assistant Construction Engineer

FBK:bjh
Attachment

RECEIVED
MAY 4 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 3 1962
FOR FILING
Const
Cond. Insp

Salem, Oregon
April 24, 1962

Mr. F. D. Morgan
Construction Engineer
O f f i c e

Herewith is a copy of a letter from Myrtle Dunn and our answer to the same which has to do with a water pollution proplem near our construction east of Bridge.

Please have the Resident Engineer call on the lady and see if there is anything we can do to assist in alleviating the problem.

R. L. Porter
Assistant State Highway Engineer

RLP:ajw

cc Forrest Cooper

April 24, 1962

Myrtle Dunn
Bridge Route, Box 126A
Myrtle Point, Oregon

Dear Madam:

We have your recent letter relative to the water problem at Blue Creek.

The matter will be referred to our Resident Engineer who will be requested to contact you in an effort to find some solution to the problem.

Thank you for calling this to our attention.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Assistant State Highway Engineer

RLP:a:jw

cc Forrest Cooper
F. D. Morgan

Wed. 18

Forest Supervisor

Dear Sirs

I am writing in regards to our water at Blue Creek about 3 miles East of Bridge.

We have a pump in Blue Creek and the (Highway) road workers keep it muddy so we don't have any water. I would like to see some one soon for there are two houses here of us.

I have a toilet & bath and I am an old woman and I need it, my daughter lives here to take care of me.

Hoping to see you soon

Porter Myrtle Smith

Bridge Route, Box 126A
Myrtle Point, Oregon

RECEIVED
NOTED
R. L. PORTER

Bridge Myrtle Point

RECEIVED
MAY 1 1962
FOR FILING

ENF 29(14)
6033

April 30, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Bridge-Tanner Creek Section
Coos Bay-Roseburg Highway
Coos County
Project No. ENF-29(14)

Herewith are two copies of our Staff Attorney's letters to West Coast Telephone Company covering the two corrections referred to in our letter of April 27, 1962.

Please include these letters in the agreement for adjusting the Company's facilities on the subject project.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:jb

RECEIVED
APR 27 1962
FOR FILING
6.33

April 27, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Bridge-Tanner Creek Section
Coos Bay-Roseburg Highway
Coos County
Project No. ESF-29(14)

Herewith are the following data covering adjustment of the facilities of the West Coast Telephone Company in connection with construction on the subject project:

1. Two copies of our Staff Attorney's letter stating the adjustments to be made and establishing the obligation of the State to reimburse the Company for making the adjustments. Included also are copies of our Utilities Liaison Engineer's letter of correction on two adjustments. These corrections will be submitted. They will not materially change the estimate.

2. Two copies of the Company's estimate of cost for making the adjustments.

3. Two copies of the sketches prepared by the Company showing the adjustments to be made.

Your approval of the agreement between the State and West Coast Telephone Company as evidenced above and authorization to proceed with the work as of this date under the provisions of PPM 30-4 are requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:bb

RECEIVED
MAY 1 1962
FOR FILING

COMMISSIONERS
GLENN C. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

FILE

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

April 27, 1962

Coos-Curry Electric Cooperative, Inc.
P. O. Box 427
Coquille, Oregon
ATTENTION: Mr. Bruce Shavere

Re: Power Line Adjustments
Bridge-Tanner Creek Section
Coos Bay-Roseburg, Highway
Coos County
Project No. EBF-29(14)

Gentlemen:

Your estimate and plan of work for the adjustment of your facilities on the abovenamed project has been approved by the State and the Bureau of Public Roads. You are hereby authorized to proceed with the work as of April 25, 1962.

Clearing by the contract method is approved subject to the provisions of paragraph 6-b of PPM 30-4. Reimbursement for work done subsequent to April 25, 1962, will be made in accordance with the provisions of PPM 30-4.

Please contact the Resident Engineer, Mr. Bobby D. Johnson, P. O. Box 374, Coquille, Phone 9531, prior to beginning work.

F. D. Morgan
Construction Engineer

By T. W. Litchfield

T. W. Litchfield
Utilities Liaison Engineer

TWL:bjh

cc: Forrest Cooper
G. S. Paxson
R. L. Porter
L. R. Chandler
Bobby Johnson
C. G. Polk
C. H. Maison

RECEIVED
APR 30 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 1 1962
FORM B 30X—50M—8-61—36692
FOR FILING
EBF-29(14)
6133

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 27, 1962

To: Mr. L. R. Chandler
Division Engineer
State Highway Department
Roseburg, Oregon

SUBJECT: Telephone Line Adjustment
Bridge-Tanner Creek Section
Coos Bay-Roseburg Highway
Coos County
Project: EBF-29(14)

Enclosed are three (3) copies of the estimate and sketch map submitted by the West Coast Telephone Company for the adjustment of their facilities on the above section.

Please prepare and submit a State Force Order for the work.

F. D. Morgan
Construction Engineer

By T. W. Litchfield

T. W. Litchfield
Utilities Liaison Engineer

FWS:bjh
encs.

cc: G. S. Paxson

NOTED
G. S. PAXSON

RECEIVED
APR 27 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 25 1962
FOR FILE

FORM CD-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street N.E.
Salem, Oregon

DATE: April 25, 1962

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

FROM : C. S. Polk, Division Engineer
Salem, Oregon

SUBJECT: Utility Adjustment
Coos-Curry Electric Cooperative, Inc.
Bridge-Tanner Creek Section
Coos Bay-Roseburg Highway
Oregon Project EBF-29(14)

Your letter of February 15, 1962 and letter from subject Utility Company dated April 10, 1962, with cost estimate and sketch maps, are approved as the basis for an agreement covering required adjustments of the Utility's facilities on the subject project.

You are authorized to proceed with the work as of this date. Clearing by contract method is approved subject to the provisions of Paragraph 6b of PPM 30-4. Reimbursement will be subject to the provisions of PPM 30-4.

Copies To:
Gurney
Nelson
4-26-62

RECEIVED
APR 26 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. Hunter

RECEIVED
APR 25 1962
FOR FILING

April 25, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering Type 2 right of way fence on the Bridge-Tanner Creek Section of the Coos Bay-Roseburg Highway in Coos County, Contract No. 6033, in connection with Federal-aid Project No. BRF-29(14).

In accordance with right of way agreement, File 33426, it is necessary to substitute woven wire (Type 2) fence with cedar posts for Type 1 fence between Stations 555 and 560. This agreement was completed after the plans were made.

The substitution requires extra purchase for posts and boring post holes instead of driving posts. The contractor will not construct the fence at his bid price for Type 2 fence.

This work has been verbally approved by the BPR District and Area Engineers. Due to the necessity of getting the fence installed work was authorized to proceed April 18, 1962. Your approval as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mmb

RECEIVED
APR 25 1962
FOR FILING
6023

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 24, 1962

To: Mr. L. I. Lindas
Chief Counsel

O F F I C E

ATTN: Mr. Joseph Hershberger

SUBJECT: Coos-Curry Electric Coop.
Power Line Adjustment
Bridge-Tanner Creek Section
Coos Bay-Roseburg Highway
Coos County
Project No. EBF-29(14)

We refer to our letter of February 7, 1962, and your letter of February 19, 1962, to the Coos-Curry Electric Cooperative, Inc., P. O. Box 427, Coquille, Oregon, in which were listed the conflicts between the company's facilities and the new construction.

In addition to those already noted, there is a tap line between Stations 679 and 686 which served a house in the vicinity of Station 682+50. This house has since been removed, so the service line will be removed.

There is also a pole in the vicinity of Station 693+50 which served a trailer house. This trailer has been removed and, therefore, the service line will be removed. Both of these lines are now located on private property and are, therefore, reimbursable.

It is recommended the company be informed of these facts. An estimate and sketch map will not be necessary, since these have already been included in the estimate received from the company.

F. D. Morgan
Construction Engineer

By C. H. Baker

C. H. Baker
Ass't. Field Construction Engineer

FWS:bjh

cc: G. S. Paxson

RECEIVED
APR 24 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 21 1962
FOR FILING

FORM F 30X — 50M — 6-61 — 36682

Engrd (14)
6033

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 23, 1962

SUBJECT: West Coast Telephone Company
Telephone Line Adjustment
Bridge-Tanner Creek Section
Coos Bay-Roseburg Highway
Coos County
Project No. EBF-29(14)

To: Mr. L. I. Lindas
Chief Counsel

O F F I C E

ATTN: Mr. Joseph Hershberger

We refer to our letter of February 7, 1962, and your letter of February 15, 1962, to the West Coast Telephone Company, 1800 - 41st Street, Everett, Washington, in which we made the statement that the crossing at Station 551 is on public roadway right of way. This was incorrect. This crossing is on private property.

In addition to those stated in our letter to you, a service crossing in the vicinity of Station 595 located on private property must be adjusted.

It will not be necessary to resubmit an estimate and sketch map for the additions, as they were included in the estimate and on the sketch map already submitted by the company.

It is recommended the company be informed of these facts at an early date.

F. D. Morgan
Construction Engineer

By T. W. Litchfield

T. W. Litchfield
Utilities Liaison Engineer

NOTED
G. S. PAXSON

FWS:bjh

cc: G. S. Paxson

RECEIVED
APR 23 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 19 1962
FOR FILING

April 19, 1962

Mr. C. O. Falk
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Bridge-Turner Creek Section
Coos Bay-Roseburg Highway
Coos County
Project No. RDF-29(14)

Dear Sir:

Herewith are the following data covering adjustment of the facilities of the Coos-Curry Electric Cooperative, Inc., in connection with construction on the subject project:

1. Two copies of our Staff Attorney's letter describing the work to be done and which establishes the obligation of the State to reimburse the Utility for making the adjustments.

2. Two copies of the estimate of cost, prepared by the Utility, for making the adjustments.

3. Two copies of the sketches, prepared by the Utility, showing the work to be done.

The area between Stations 723 and 733 is in heavy clearing. It is expected that the Utility's crews will not be available for this work and approval to do this clearing by contract, if necessary, is requested.

Your approval of the agreement, as evidenced above, and authorization to proceed with the work as of this date under the provisions of PPM 30-4 are requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Enc.
DBP:cr

E-F-2(10)

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending April 13, 19 62

Section Bridge - Tanner Creek

Kind of work Grade, Oil & Structure

Highway Coos Bay-Roseburg County Coos

Section prefix 6-1097

Contractor White Bros. Const. Co. Inc.

Contract number 6033

Date of contract March 2, 19 62

Specified work days 195

Date work started April 2, 19 62

Work days used 8

Project authorization . . . . . $ 1,232,520.41
Exclusive of engineering . . . . $ 1,144,874.52

Per cent of time elapsed 4 %

Estimated cost of completed project, exclusive of engineering $1,144,874.52

Estimated per cent overrun or underrun . . . . . 0 %

Per cent of contract completed, based on estimated cost . . . . . 0.8 %

Engineering authorization . . . . $ 87,645.89

Engineering cost to date $ 3,000, 3 %

Date project was completed ....., 19.....

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
5	0	0	0	0	0	none

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Estimated date of completion, June 1, 1963

Clearing & burning of stumps & brush continued on a limited basis between Stas 580+00 - 603+00 .

Erection of fence line brace & gate posts began and was being done in various areas throughout the project .

Excavation for the box culvert at Sta 650+00 was begun .

The project was inspected this week by, George Kayser, cost analyst .

NOTED
JOHN R. OAKES

Noted
A. N. Juve

C. E. PAULSEN

CONSTRUCTION DIVISION
RECEIVED
APR 16 1962

Signed Betty E. Johnson

Address P.O. Box 374 Coquille

NOTED
PORTER

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.64	3.64		3.64	
Miles partially completed					
Miles completed					
Total estimated quantities (contract)	630,300 cy	99,800 ton		5,310 cy	
Total quantities corrected to date					
Estimated quantities moved or placed to date					
Average daily quantities	3,370	530		30	
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	10				

Men	5
Supervision	2
Men and trucks under 3 tons	1
Men and trucks over 3 tons	
Men and tractors	2

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers 2, Compaction rollers ....., ..., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Cldy. Fair		
Tuesday	Fair		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

Clearing

549 580 603 742

RECEIVED
APR 16 1962
FOR FILING

FORM S-123

COMMISSIONERS

M. K. McIVER, CHAIRMAN
PORTLAND

KENNETH N. FRIDLEY, MEMBER
WASCO

GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

6033

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER

E. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

April 13, 1962

White Bros. Constr. Co. Inc.,
P. O. Box 376
Walla Walla
Washington

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #6033, awarded March 2, 1962, for grading-oiling the Bridge-Tanner Creek Section of the Coos Bay-Roseburg Highway in Coos County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
APR 13 1962
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

6033

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER

G. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

April 13, 1962

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

Enclosed is a copy of a contract awarded by the State Highway Commission, the details of which are given below.

We are sending you this copy for your files as you appear as surety on the performance bond furnished by the contractor.

Contract #6033, awarded March 2, 1962, to White Bros. Constr. Co. Inc., for grading-oiling the Bridge-Tanner Creek Section of the Coos Bay-Roseburg Highway in Coos County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
MONTHLY TRANSACTION NO.
APR 17 1962
4-47
FOR FILING
PROJECT REPORT NO.
4
6033

1/6 to Contract

Form Approved; Budget Bureau No. 41-R2089

FORM PR-2
(REV. 6-61)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

4-11-62

STATE: Oregon

COUNTY: Coos

PROJECT NO.: F-29(13)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

SR 42
Bridge to Tanner Creek

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY	8-22-61	
CONSTRUCTION		
OTHER *(Specify)*		

FUNDS	
ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 89,000	$ 56,000

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By R. H. Fouts

ASSISTANT **State Highway Engineer**
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

~~X~~ C. C. Polk
(Division Engineer)

By: L. W. Backlund
L. W. Backlund, Acting Administrative Mgr.

Date executed by Division Engineer April 11, 1962

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

April 9, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St. N.E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by a Highway official for the Bridge-Tanner Creek Section, Project No. F-29(13).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:mmb

February 19, 1952

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St. E. E.
Salem, Oregon

Dear Sir:

We are sending four copies of estimate as a basis for project agreement and four sets of reduced plans for the Bridge-Tanner Creek Section (right of way) Project No. F-29(13).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DAR:mmb
Enc.

Oregon State Highway Department

Federal Aid
Project No. F-29(13)

Bridge Tanner Creek Section of the
Coos Bay-Roseburg Highway in Coos County

(Estimate as a basis for project agreements. Based on estimated cost of lands, damages and other rights of way expenses.)

Salem, Oregon, 2-19,1962

Type Code R.O.W.
Rights of Way (Sta. 554+00 to 748+70)

Rights of Way	All Required	$84,800.00
	Subtotal	$84,800.00
	Acquisition Expense	4,200.00
	Total	$89,000.00

Length of Project- - - - - - - - -3.688 miles

Federal Funds- -	$56,000.00
State Funds -	33,000.00
	$89,000.00

State Funds for Const: Chap. 175, Laws 1917;
Chap. 31, Laws 1920;
Chap. 529, Laws 1939.

State Funds for Maint: Chap. 529, Laws 1939.

RECEIVED
APR 16 1962
FOR FILING
6033

April 10, 1962

Oregon State Highway Commission

Gentlemen:

Your concurrence is requested for establishing a 25-mile-per-hour construction speed zone on the Bridge-Tanner Creek Section of the Coos Bay-Roseburg Highway between M. P. 32.5 and M.P. 36.5 in Coos County. The speed zone was put into effect at 8:00 a.m. on April 9, 1962.

This matter will be on the agenda for your concurrence at the April 13 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc G. S. Pearson
R. L. Porter
Tom Edwards
Victor D. Wolfe
F. B. Crandall

RLP:ajw fn

RECEIVED
APR 10 1962
FOR FILING
EEF-.1(14)
6033

April 9, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the Bridge-Tanner Creek Section of the Coos Bay-Roseburg Highway in Coos County, Contract No. 6033, in connection with Federal-Aid Project No. EEF-.1(14).

This was an anticipated item for this contract.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:bb

Enc.

RECEIVED
APR 11 1962
FOR FILING

April 9, 1962

Mr. C. O. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering directional signing for construction on the Bridge-Tanner Creek Section of the Coos Bay-Roseburg Highway in Coos County, Contract No. 6033, in connection with Federal-Aid Project No. ESF-29(14).

This work is necessary for the direction and guidance of traffic during construction. It does not include warning signs, lights and barricades required of the contractor for the safety of workmen and traffic. It was an anticipated item for the contract.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:bb

Enc.

RECEIVED
APR 13 1962

FORM E-123-X 50M 1-61

FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

6033

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM
April 6, 1962

Mr. Holly Holcomb, Deputy Sup't.
Department of State Police
107 Public Service Bldg.
Salem, Oregon

Dear Mr. Holcomb:

Effective 8:00 a.m., Monday, April 9, 1962, permission was granted for the establishment of a 25 MPH construction speed zone on the Bridge-Tanner Creek Section of the Coos Bay-Roseburg Highway, No. 35, between M.P. 32.5 and M.P. 36.5.

Very truly yours,

Tom Edwards
Ass't. State Highway Engineer

By

F. B. Crandall
Traffic Engineer

VPJ:pk
bc: Tom Edwards

NOTED
TOM EDWARDS

RECEIVED
APR 9 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 6 1962
FOR FILING
6033

April 6, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was started on April 2, 1962, on Contract No. 6033, Bridge-Tanner Creek Section in Coos County, in connection with Federal-aid Project No. BRF-29(14).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mmb

RECEIVED
APR 3 1962
FOR FILING

FEF-3.1(11)

6033

April 2, 1962

White Bros. Constr. Co. Inc.,
P. O. Box 376
Walla Walla
Washington

Gentlemen:

We received the two executed copies of contract #6033 awarded to you March 2 1962, for grading-oiling the Bridge-Tanner Creek Section of the Coos Bay-Roseburg Highway in Coos County.

These two copies need your corporate seal after your signatures on the Contract and Bond pages. After you have taken care of this matter and returned them to this office, we will then complete their processing and return a fully executed copy to you for your files.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

FORM E-125
RECEIVED
MAR 13 1962
COMMISSIONERS

M. K. McIVER, CHAIRMAN
PORTLAND
FORREST C. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

6033

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

March 12, 1962

White Bros. Constr. Co. Inc.,
P. O. Box 376
Walla Walla
Washington

Gentlemen:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission as follows:

Contract #6033, awarded March 8, 1962, for grading-oiling the Bridge-Tanner Creek Section of the Coos Bay-Roseburg Highway in Coos County.

Please execute two of these copies as to contract and bond, and return them to this office for completion. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT.

The third copy of the contract, stamped "ADVANCE COPY to be Retained by Contractor", is furnished for your information pending receipt of a fully executed copy.

The workday count on this contract will begin **March 23, 1962.**

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

cc: L. H. Young
L. R. Chandler
Res. Engineer
Frank Morgan

RECEIVED
MAR 9 1962
FOR FILING
6237

Salem, Oregon
March 8, 1962

Mr. W. T. Wright
Right of Way Engineer
O F F I C E

The following prefix is assigned in advance of BPR authorization to begin acquisition of rights of way:

> Prefix 6-2307 — Tanner Creek-Remote Section of the Coos Bay-Roseburg Highway in Coos County. The approximate limits are from Station 741 to Station 911 as set out on Map SB-24-3.

The acceptance of options and filing of condemnation suits should not begin until Bureau approval is received.

L. H. Young
Office Engineer

JAH:lt

cc: J. W. Nash

RECEIVED
MAR 6 1962
FOR FILING

6622

March 6, 1962

White Pass Const. Co., Inc.
P. O. Box 70
Mill City, Washington

Gentlemen:

Enclosed is our letter notifying you that the Commission awarded to your company a contract for grading and oiling on the Briggs-Jarman Creek section of the Coos Bay-Roseburg Highway in Coos County.

We wish to call to your attention that as of March 2, your company was not properly registered with the Oregon Corporation Commissioner, Labor and Industries Building. Under Oregon law, out of state corporations are permitted to bid on highway projects prior to registration with the Corporation Commissioner, but no work is to be undertaken until the registration is properly completed. If you have not already done so, please get in touch with Mr. Frank J. Healy, Corporation Commissioner, so that your registration with him can be in proper order.

Very truly yours,

Floyd Ousley, Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

Mail

cc: Frank Morgan
L. H. Young
R. G. Savage (SLOC)

Frank J. Healy
Oregon Corp. Commissioner

RECEIVED
MAR 5 1962
FOR FILING

FORM E-1 88

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

FILED
4033

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER

G. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

March 6, 1962

White Bros. Const. Co. Inc.,
P. O. Box 376
Walla Walla
Washington

Gentlemen:

The State Highway Commission on March 2, 1962, awarded to you State Highway Contract No. 4033 for the following project:

Grading & oiling on the Bridge-Tanner Creek Section of the Coos Bay-Roseburg Highway in Coos County.

This award was based on your bid of $977,888.70 which was the low bid submitted to the Commission on February 28, 1962, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

de

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)

Form CO-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. NE
Salem, Oregon

TO : Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: March 2, 1962

6033

FROM : C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

Young
MAR 6 1962

SUBJECT: Oregon Project EBF-29(14)

This is to advise of our prior concurrence as of this date in award of Contract No. 6033 for Oregon Project EBF-29(14), Bridge-Tanner Creek Section, Coos Bay-Roseburg Highway to White Bros. Construction Company, Inc. of Walla Walla, Washington, low bidder in the amount of $977,888.70 at the February 28, 1962 bid opening.

cc: Region
Washington

RECEIVED
MAR 5 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

RECEIVED
FEB 27 1962
FOR FILING

FORM CD-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. N.E.
Salem, Oregon

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

DATE: February 23, 1962

FROM : C. G. Polk, Division Engineer
08-35.1 Salem, Oregon

SUBJECT: Oregon Project EBF-29(14), Bridge-Tanner Creek Section
Coos Bay-Roseburg Highway

Our letter dated February 6, 1962 advised of our approval of P.S. and E. documents for the above project and authorized your advertising for bids. We failed to mention in that letter that our approval of the inclusion of funds for seeding and mulching slopes does not necessarily mean that use of State forces for this work will be approved if and when requested.

This is in line with our February 21 letter to you summing up Bureau of Public Road policy regarding the use of State forces on seeding and mulching projects.

2-26-62

RECEIVED
FEB 27 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED

RECEIVED
FEB 14 1962
COMMISSIONERS

[illegible] McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 7, 1962

Coos Curry Electric Co-op
P. O. Box 456
Coquille, Oregon

Attention: Mr. Bruce Shavere

Construction Plans
Bridge-Tanner Creek Section
Coos Bay-Roseburg Highway

Gentlemen:

Herewith are construction plans for your use in the adjustment and/or protection of your facilities on the Bridge-Tanner Creek Section.

Bids on this project will be received by the Oregon State Highway Commission on February 28, 1962.

Our resident engineer on this project will be Mr. Bobby D. Johnson, 124 West Main Street, Coquille. Our resident bridge engineer will be Mr. E. H. Ash, 300 West Main Street, Coquille.

Very truly yours,

F. D. Morgan
Construction Engineer

By [illegible]

F. B. Klaboe
Assistant Construction Engineer

FS:fp

Enc.

cc G. S. Paxson
R. L. Porter
L. R. Chandler
Ivan Merchant
Bobby D. Johnson
E. H. Ash

MAILED
G. S. PAXSON

RECEIVED
FEB 1 1962
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 7, 1962

West Coast Telephone Company
315 Cedar Street
Beaverton, Oregon

Attention: Mr. L. S. Hankinson

Construction Plans
Bridge-Tanner Creek Section
Coos Bay-Roseburg Highway

Gentlemen:

Herewith are construction plans for your use in the adjustment and/or protection of your facilities on the Bridge-Tanner Creek Section.

Bids on this project will be received by the Oregon State Highway Commission on February 28, 1962.

Our resident engineer on this project will be Mr. Bobby D. Johnson, 124 West Main Street, Coquille. Our resident bridge engineer will be Mr. E. H. Ash, 300 West Main Street, Coquille.

Very truly yours,

F. D. Morgan
Construction Engineer

By

F. B. Klaboe
Assistant Construction Engineer

FS:fp

Enc.

cc G. S. Paxson
R. L. Porter
L. R. Chandler
Ivan Merchant
Bobby D. Johnson
E. H. Ash

NOTED
G. S. PAXSON

RECEIVED
FEB 15 1962
FOR FILING

UNITED STATES GOVERNMENT

Memorandum

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. NE
Salem, Oregon

TO : Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: February 6, 1962

FROM : C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

By: M E Martin
M. E. Martin
Acting Division Engineer

SUBJECT: Oregon Project EBF 29(14) Bridge Tanner Creek Section - Coos Bay - Roseburg Highway

We have today approved the P. S. and E. documents for Oregon Project EBF-29(14) Bridge - Tanner Creek Section, Coos Bay - Roseburg Highway. This approval is subject to our final review of these aforementioned documents and your recognition of any requested changes we may find necessary, as covered by the existing regulations and P.P.M.'s. This approval is also subject to the acquiring of all rights-of-way or rights-of-entry prior to the bid opening date.

This is to authorize your advertising for bids.

The authorization granted hereunder is subject to the mutual understanding and agreement, (a) that payments of Federal funds for the project that the Bureau of Public Roads may be required to make the State, shall be made at times and in amounts and upon the basis of funds available therefore out of Highway Trust Fund revenues, as determined by the Bureau of Public Roads; (b) that any deferment of payment of Federal funds therefore shall not impose upon the Federal Government a liability for any penalty, interest or other cost attributable to the deferment, and (c) that any increase in the cost of the project to the State resulting from or incurred by reason of such deferment shall be borne in its entirety by the State and shall not be subject to reimbursement, in whole or in part, by the Federal Government.

2-14-62

NOTED
R. L. PORTER

RECEIVED
OCT 1962
FOR FILING

477 Cottage St. N.E.
Salem, Oregon

February 5, 1962

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

C. G. Polk, Division Engineer
08-35.32 Salem, Oregon

Oregon Bond Issue Program -- Federal-aid Primary Funds

The addition of a single project to the subject program, submitted with Mr. Young's January 23, 1962 letter, was approved by our Regional office effective February 1, 1962. This Stage 2 project covers improvements on 3.6 miles of roadway at a total estimated cost of $1,500,000 with FA Primary funds in the amount of $900,000 to be requested at a later date.

The programed project is summarized as follows:

Item No.	Project No.	Location	Proposed Work
112	EBF-29(14)	Bridge-Tanner Crack	Grading, Paving

This approval is with the understanding that the project will be eligible for future participation in available Federal-aid Primary funds, restricted by availability of Trust Fund Revenue, following compliance with Section 122 of Title 23 USC. It is understood further that no Federal funds are committed at this time and that the project is to be administered and financed as provided in PPM 21-9.

original To Young 2-6-62

RECEIVED
FORM R-129-X 10M 6-61
MAR 2 1962
FOR FILE

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
REDMOND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 5, 1962

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Right of Way Status
Bridge-Tanner Creek Section
Coos Bay-Roseburg Highway

Dear Sir:

All rights of way or rights of entry have been obtained on this project, except for the following files:

File No.	33426	Key	$ 1,700
	33428	Hagadorn	500
	33429	Lancaster	4,300
	33431	Cribbins	15,000
	33432	Cribbins	15,675
	33998	Kalbus	200
	33466	Cribbins	3,500
	33474	Radloff	875
	33475	King	2,270
			$44,020

It is anticipated that complaints will be filed on these properties no later than March 1, 1962. Adequate negotiations have been had with all owners. Delays in filing may be attributed to the volume of legal activity.

Very truly yours,

L. I. Lindas
Chief Counsel

By

Walter T. Wright
Right of Way Engineer

WTW:sg

cc Mr. Forrest Cooper ✓
Mr. L. H. Young
Mr. L. I. Lindas

RECEIVED
JAN 30 1962
FORM E-30X—50M—8-61—26662

DF-57(2)

1-33

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 26, 1962

SUBJECT: File No. - Hatfield
Bridge-Tanner Creek
Section
Coos Bay-Roseburg Highway
Coos County

To: Mr. F. D. Morgan
Construction Engineer
O f f i c e

Attention Mr. D. J. Barbee
Assistant Construction Engineer

I was yesterday informed by Mr. Merchant that reconnection of a private bridge which spans the Coquille River at approximate Station 734+20 would cost in the neighborhood of $10,000 and that the apparent life expectancy of the structure would not exceed two to three years.

I have checked today with Jim Putnam and Joe Morgan, our Liaison Agent. These facts develop:

The Hatfields are an elderly couple and might not be able to physically negotiate a temporary foot bridge such as had been proposed for providing access during the period of reconstruction of the approach to the main bridge. Morgan estimates the value of the Hatfield ownership at approximately $7,500. He states that it has been offered at sale at about $8,500. It appears that the loss of access would occasion a damage to the property which would amount to almost the total value.

Having discussed the problems at some length with Mr. Putnam and Mr. Morgan, it was our unanimous conclusion that our most economical solution to this problem lies in taking the rights of access to the property and destroying the bridge without thought of reconnection.

If you concur in this belief, would you please forward an authorization and description designed to accomplish this purpose.

L. I. Lindas
Chief Counsel

By

Walter T. Wright
Right of Way Engineer

NOTED
R. L. PORTER
JAN 1962

WTW:sg
cc Mr. R. L. Porter
Mr. Ivan Merchant
Mr. L. I. Lindas

RECEIVED
FEB 23 1962
FOR FILING

EBF-21(14)

January 23, 1962

Mr. C. A. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are submitting herewith a program request for Item 112, Project [illegible], to be financed with State Bond Funds with the understanding that reimbursement from Federal-aid funds will be claimed after the bonds have matured and have been paid.

This item covers the construction of the Bridge-Tanner Creek Section of the Coos Bay-Roseburg Highway.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. N. Young
Office Engineer

JNN:jb

MONTHLY TRANSACTION NO.

DATE SUBMITTED TO W. O.

FORM PR-1 (REV. 4-61)

FEDERAL - AID PROG

(PPM 21-1

	REPORT NUMBER	PROJECT LOCATION *(45 typewriter spaces)*		PRESENT	FUTURE	YEAR
CARD 2	1 (19) (20)	SR 42 0.5 Mi. E. of Bridge, East 3.6 Mi. 21 65	**ADT**	1600	3200 (66) (70)	80 (71) (72)

	CHARACTER OF PROPOSED WORK *(35 typewriter spaces)*	NATL. FOREST	FH ROUTE NO.	SUPV AGCY	DA CLASSIF.	DA AREA	EMERG. YR.	PL. AUTH YR
CARD 3	Gr. Dr. Intermediate Type Surf. 28 62	(63) (65)	(66) (68)	(69)	(70)	(71)	(72) (73)	(74) (75)

	CLASS OF FEDERAL FUNDS	COUNTY NAME	
CARD 4	Bond Financed Primary	Coos	
	NAME OF URBAN AREA 17-31	ROUTE NO.	FEDERAL - AID 14

CARD 5	LINE NO.	CHANGE CODE	PROJECT CODE	WORK CLASS	WORK TYPE	STEP	TERMINI *(Full description)*	MILES	ESTIMATED PROJECT COST TOTAL ESTIMATED COST	ESTIMATED PROJECT COST FEDERAL FUNDS
1	(14-15)	(16)	41	42	43 46	53		(54) (58)	(59) (66)	(67) (76)
5					**PE**		SR 42 Bridge to Tanner Creek			
5					**ROW**					
5					**CONST** (CODE)				1,500,000	900,000
								3.63	1,500,000	900,000
									(16) (23)	(24) (33)

CARD 1	CODE 1	PREPARED BY	PROJECT TOTALS
1	14	PROGRAM APPROVAL DATES	

Budget Bureau No. 41-R2067; Approval Expires February 28, 1966

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROGRAM DATA

(PPM 21-1)

		PRESENT	FUTURE	YEAR	REGION	STATE NAME	STATE CODE	APPN CODE	ITEM NO.
3.6 Mi.	ADT	1600	3200	80	08	Oregon	35		112
(65)			(66) (70)	(71) (72)			(2) (3)	(4) (9)	(14) (18)

ROUTE	SUPV AGCY	DA CLASSIF.	DA AREA	EMERG. YR.	PL. AUTH YR	PROJECT NUMBER PREFIX LETTER(S)	NUMBER	SEQ. NO.	I. Projects Only POST MI.	DESIG.
(68)	(69)	(70)	(71)	(72) (73)	(74) (78)	EBF- (14 23)	29(14) (7 13)		(24) (26)	27

COUNTY NAME: Coos — CODE: 011 (15) (16)

PROGRAM STAGE: [ ] 1 OR [X] 2

ROUTE NO.	FEDERAL-AID	STATE	U.S.
	14 (32)	35 (36) (37)	(41)

	MILES	ESTIMATED PROJECT COST BY PHASES: TOTAL ESTIMATED COST	FEDERAL FUNDS	STATE FUNDS	OTHER FUNDS	CHARACTER OF PROPOSED WORK (Full description)
	(54) (58)	(59) (66)	(67) (76)			
Creek						Gr., dr. two 11' lanes Type O-11 surf. with 8' shoulders.
						ROW - 120' min.; Access control - partial; Parking restrictions - none.
		1,500,000	900,000	600,000		
OJECT TALS	3.63	1,500,000	900,000	600,000		
		(16) (23)	(24) (33)			

REMARKS: Additional Data - Item 375, Project F-29(13)

USCOMM DUSCOMM-DC 48905-P61

12-8323 Prairie City-Unity Rock Prod. 1962
Proj., John Day Hwy.
#6034

RECEIVED
AUG 7 1962
FOR FILING

August 6, 1962

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

Contract #6034 awarded to Arthur Simonsen & Co., for the Prairie City-Unity Rock Production Project on the John Day Highway in Grant-Baker Counties was completed on July 2, 1962, but has not yet been accepted by the Highway Commission.

Final payment, in the amount of $1,117.33 will be released to the contractor after acceptance by the Highway Commission. The total contract amount is $37,244.44 and no force account work was performed

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: Arthur Simonsen & Co.,
2755 8th Street
Baker
Oregon

RECEIVED
AUG 3 1962
FOR FILING

6034

August 3, 1962

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

Your company appears as surety on the performance bond furnished with our contract #6034, awarded to Arthur Simonsen & Co., for the Prairie City-Unity Rock Production Project on the John Day Highway in Grant-Baker Counties.

Semi-final payment in the amount of $1,243.49 will be released to the contractor on or after August 10, 1962. The retained percentage is $1,117.33.

No claims for labor or materials have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Arthur Simonsen & Co.,
2755 8th Street
Baker
Oregon

12-8323

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 13, 19 62

Section Prairir City - Unity

Highway John Day County Grant & Baker

Contractor Arthur Simonsen & Co.

Date of contract March 2, 19 62

Date work started May 18, 19 62

Project authorization $40,860.00

Exclusive of engineering $37,954.40

Kind of work Rock Production

Section prefix 12-8323

Contract number 6034

Specified work days 70

Work days used 32

Per cent of time elapsed 46 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 37,244.44

Estimated per cent overrun or underrun . . . . . - 1.9 %

Per cent of contract completed, based on estimated cost . . . . . 100 %

Engineering authorization . . . . $ 2,905.60

Engineering cost to date $ 1,847.52, 63.5 %

Date project was completed July 2, 19 62

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
						11,460

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Contract completed - - - - Monday, July 2, 1962

Semi-final estimate completed and shipped, Thursday, July 12, 1962.

This is the final report.

NOTED
FORREST COOPER

NOTED
R. L. POTTER

CONSTRUCTION DIVISION
RECEIVED
JUL 17 1962

Noted
M. N. June

NOTED
C. E. PAULSEN

Signed R.R. Cameron Res. Engr.

R.R. Cameron

Address P.O. Box 269, Baker, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			35.3		
Miles partially completed					
Miles completed					
Total estimated quantities (contract)			11,200		
Total quantities corrected to date			11,460		
Estimated quantities moved or placed to date			11,460		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Compaction rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	"		
Wednesday	"		
Thursday	Cloudy		
Friday	Fair		
Saturday			

RECEIVED
APR 3 1962
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

6034

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

April 3, 1962

Arthur Simonsen & Co.,
2755 8th Street
Baker
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #6034, awarded March 2, 1962, for the Prairie City-Unity Rock Production Project on the John Day Highway in Grant-Baker Counties.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

RECEIVED
APR 3 1962
FOR FILING

FORM E-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

6034

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER

S. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

April 3, 1962

United Pacific Insurance Co.,
Portland Branch Office
627 Board of Trade Bldg.,
Portland 4, Oregon

Gentlemen:

Enclosed is a copy of a contract awarded by the State Highway Commission, the details of which are given below.

We are sending you this copy for your files as you appear as surety on the performance bond furnished by the contractor.

Contract #6034, awarded March 2, 1962, to Arthur Simonsen & Co., for the Prairie City-Unity Rock Production Project on the John Day Highway in Grant-Baker Counties.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

cc: United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

RECEIVED
MAR 13 1962
FOREST MGT.

COMMISSIONERS
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

6034

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

March 12, 1962

Arthur Simonsen & Co.,
2755 8th Street
Baker
Oregon

Gentlemen:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission as follows:

Contract #6034, awarded March 2, 1962, for the Prairie City-Unity Rock Production Project on the John Day Highway in Grant-Baker Counties.

Please execute two of these copies as to contract and bond, and return them to this office for completion. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT.

The third copy of the contract, stamped "ADVANCE COPY to be Retained by Contractor", is furnished for your information pending receipt of a fully executed copy.

The workday count on this contract will begin March 23, 1962.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

cc: L. H. Young
A. F. Parson
Res. Engineer
Frank Morgan

PS: Just a reminder to have your signatures read the same as your names are given on the Contract and Bond pages. Thank you.

dc

RECEIVED
MAR 5 1962
FOR FILING

COMMISSIONERS
W. C. McIVER, Member
PORTLAND
KENNETH N. FRIDLEY, Member
WASCO
GLENN L. JACKSON, Member
MEDFORD

FLOYD QUERY, Secretary
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

March 4, 1962

Arthur Simonsen & Co.,
3005 North 3rd Street
Baker
Oregon

Gentlemen:

The State Highway Commission on ~~March 2, 1962,~~ awarded to you State Highway Contract No. ~~6034~~ for the following project:

Prairie City-Unity Rock Production Project on the John Day Highway in Grant-Baker Counties.

This award was based on your bid of ~~$36,320.00~~ which was the low bid submitted to the Commission on ~~February 28, 1962,~~ for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

de

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)

12-8324 Seneca Rock Prod. Proj., John Day-Burns Hwy. 1962

#6035

RECEIVED
AUG 7 1962
FOR FILING

August 6, 1962

Great American Insurance Co.,
Wells-Reed-Wood-West Insurance Co.,
412 Failing Bldg.,
Portland 4, Oregon

Gentlemen:

Contract #6035 awarded to E. H. Rochner Co., for the Seneca Rock Production Project on the John Day-Burns Highway in Grant-Harney Counties was completed on July 13, 1962, but has not yet been accepted by the Highway Commission.

Final payment, in the amount of $1,352.99 will be released to the contractor after acceptance by the Highway Commission. The total contract amount is $45,099.61 and no force account work was performed.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: Great American Insurance Co.,
Bond Department
320 California Street
San Francisco 4, California

cc: Great American Insurance Co.,
Portland Service Office
407 Failing Bldg.,
Portland 4, Oregon

cc: E. H. Rochner Co.,
P. O. Box 31
Molalla
Oregon

RECEIVED
AUG 3 1962
FOR FILING

August 3 1962.

Great American Insurance Co.,
Wells-Reed Wood-West Insurance Co.,
412 Failing Bldg.,
Portland 4, Oregon

Gentlemen:

Your company appears as surety on the performance bond furnished with our contract #6035, awarded to E. H. Rachner Co , for the Seneca Rock Production Project on the John Day-Burns Highway in Grant-Harney Counties.

Semi-final payment in the amount of $15,791.78 will be released to the contractor on or after August 10, 1962. The retained percentage is $1,352.99.

No claims for labor or materials have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dg

cc: Great American Insurance Co.,
Bond Department
320 California Street
San Francisco 4, California

cc: Great American Insurance Co.,
Portland Service Office
407 Failing Bldg.,
Portland 4, Oregon

cc: E. H. Rachner Co.,
P. O. Box 31
Molalla, Oregon

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 27, 19 62

Section Seneca

Highway John Day-Burns County Grant and Harney

Contractor E. H. Itschner Co.

Date of contract March 2, 19 62

Date work started May 16, 19 62

Project authorization . . . . . $ 48,993.75
Exclusive of engineering . . . . $ 45,509.75

Kind of work Rock Production

Section prefix 12-8324

Contract number 6035

Specified work days 70

Work days used 34

Per cent of time elapsed 49 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 45,093.84

Estimated per cent overrun or underrun . . . . . 0 %

Per cent of contract completed, based on estimated cost . . . . . 100 %

Engineering authorization . . . . $ 3,484.00

Engineering cost to date $ 2,000.00, 57 %

Date project was completed July 13, 19 62

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
						13,362

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Project completed July 13, 1962.

Semi-final Estimate submitted to Division Office this week.

Final report.

NOTED

JUL 1962

Noted
M. N. Juve

Signed L. C. Johnson

Address 252 South Date Avenue, Burns, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			49.48		
Miles partially completed					
Miles completed			49.48		
Total estimated quantities (contract)			13,000		
Total quantities corrected to date			13,362		
Estimated quantities moved or placed to date			13,362		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Compaction rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
MAR 20 1962
FOR FILING

M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

March 20, 1962

Great American Insurance Co.,
Wells-Reed Insurance
Portland 4
Oregon

Gentlemen:

Enclosed is a copy of a contract awarded by the State Highway Commission, the details of which are given below.

We are sending you this copy for your files as you appear as surety on the performance bond furnished by the contractor.

Contract #6035, awarded March 2, 1962, to E. H. Itschner Co., for the Seneca Rock Production Project on the John Day-Burns Highway in Grant-Harney Counties.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

cc: Great American Insurance Co.,
Bond Department
320 California Street
San Francisco 4, California

cc: Great American Insurance Co.,
Portland Service Office
407 Failing Bldg.,
Portland 4, Oregon

RECEIVED
MAR 20 1962

FORM E-131

FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

6135

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

March 20, 1962

E. H. Itschner Co.,
P. O. Box 31
Molalla
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #6035, awarded March 2, 1962, for the Seneca Rock Production Project on the John Day-Burns Highway in Grant-Harney Counties.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
MAR 12 1962
FOR FILING

FORM E-123

COMMISSIONERS
E. C. SAGIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

6035

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER

G. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

March 9, 1962

E. H. Itschner Co.,
P. O. Box 31
Molalla
Oregon

Gentlemen:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission as follows:

Contract #6035, awarded March 2, 1962, for the Seneca Rock Production Project on the John Day-Burns Highway in Grant-Harney Counties.

Please execute two of these copies as to contract and bond, and return them to this office for completion. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT.

The third copy of the contract, stamped "ADVANCE COPY to be Retained by Contractor", is furnished for your information pending receipt of a fully executed copy.

The workday count on this contract will begin **March 21, 1962.**

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

cc: L. H. Young
A. F. Parson
Res. Engineer
Frank Morgan

RECEIVED
MAR 5 1962
FOR FILING

COMMISSIONERS
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

13-234

6235

E. H. Ischner Co.,
Route 3, Box 48
Molalla
Oregon

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER

G. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

March 2, 1962

Gentlemen:

The State Highway Commission on ~~March 2, 1962,~~ awarded to you State Highway Contract No. ~~6035~~ for the following project:

Seneca Rock Production Project on the John Day-Burns Highway in Grant-Harney Counties.

This award was based on your bid of ~~$43,350.00~~ which was the low bid submitted to the Commission on ~~February 28, 1962,~~ for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

dc

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)

15-8319 Ashland-California State Line 1962
Rock Prod. Proj., Pacific Hwy.
#6036

15-8319 Ashland-California State Line 1962
Rock Prod. Proj., Pacific Hwy.
#6036

RECEIVED
JAN 21 1964
FOR FILING

12-1311
6036

January 20, 1964

Frohmayer, Lowry, Hogan & Deatherage
Attorneys at Law
200 Cooley Theatre Building
Medford, Oregon, 97501

Attention: Mr. L. A. Merryman

Gentlemen:

As requested in your letter of January 8, we are attaching certified copy of contract and bond No. 6036 with Barney Helser Rock Production for rock production on the Ashland-California State Line Section of the Pacific Highway in Jackson County.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CWH:fp

Floyd
The above Atty's- filed the Sanner Oil Co. claim #7928, with the Sec. of State, 7/26/63.
Contract accepted, 5/15/63 ———
Sec

OTTO J. FROHNMAYER
PHILIP E. LOWRY
ERVIN E. HOGAN
W. V. DEATHERAGE

PORTER J. NEFF
(1871-1959)

FROHNMAYER, LOWRY, HOGAN & DEATHERAGE
ATTORNEYS AT LAW
200 COOLEY THEATRE BUILDING
MEDFORD, OREGON 97501

AREA CODE 503
PHONE 773-8425

January 8, 1964

State Highway Commission
Salem
Oregon 97310

Attention: C. W. Head, Asst. Secretary

Gentlemen:

Would you please send to this office a copy of the Barney Helser Rock Production contract No. 6036 for rock production on the Ashland-California state line section of the Pacific Highway in Jackson County, and a copy of the bond of Glens Falls Insurance Company relating thereto?

This application is based upon the enclosed affidavit of Galen Sanner doing business as Sanner Oil Company of Medford, Oregon, and is made pursuant to ORS 279.512 and 279.515.

Very truly yours,

FROHNMAYER, LOWRY & DEATHERAGE

By L. A. Fitzsimman

LAM:lib

Enc.

RECEIVED
JAN 10 1964
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

AFFIDAVIT

STATE OF OREGON)
) ss.
County of Jackson)

I, Galen Sanner, being first duly sworn, depose and say:

That I, doing business as Sanner Oil Company of Medford, Oregon, delivered diesel fuel and gasoline to Floyd Carlson, Sr., doing business as Western Producers of Medford, Oregon, to be used by said Floyd Carlson, Sr., in hauling and piling cinders under subcontract to Barney B. Helser of Beaverton, Oregon, who had contract No. 6036 with the State Highway Commission; that the total amount of the claim for said diesel fuel and gasoline is $793.28, which claim has not been paid.

Galen Sanner

Subscribed and sworn to before me this 17 day of January, 1964.

Alvina L. Baker
Notary public for Oregon
My commission expires 3-31-67

RECEIVED
DEC 31 1963
FOR FILING

6036

December 31, 1963

Van Dyke, Dellenback & McGoodwin
Attorneys at Law
110 E. Sixth Street
Medford, Oregon 97501

Attention: Mr. John L. DuBay

Gentlemen:

As requested in your letter of December 27 we are attaching a copy of Barney Heiser Rock Production Contract No. 6036 for rock production on Ashland-California State Line Section of Pacific Highway in Jackson County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att.

CWH:fkn

VAN DYKE, DELLENBACK & McGOODWIN
ATTORNEYS AT LAW
110 E. SIXTH STREET
MEDFORD, OREGON 97501

FRANK J. VAN DYKE
JOHN R. DELLENBACK
JAMES V. McGOODWIN
JOHN L. DUBAY

TELEPHONE
772-5268

December 27, 1963

Oregon State Highway Department
Oregon State Highway Building
Salem, Oregon

Gentlemen:

We are attorneys for Boyd and Franson, Inc., a California corporation, which has filed a notice of claim in connection with the de-icing of highways at the junction of Green Springs Highway and Highway 99. The claim was filed by attorneys in Grants Pass, Oregon. #6036

It is my understanding that the contractor for this job was Barney Helser Rock Production and that Western Producers was one of the subcontractors. The claim filed by our client was for the labor and materials performed on the subcontractor's vehicles in January and February of 1963.

Since our client has not received payment for the labor and materials that he furnished it may become necessary to proceed against the sureties on the performance bond and I would therefore appreciate receiving from the State Highway Commission a copy of the contract with Barney Helser Rock Production and the performance bond issued by Glen Falls Insurance Group.

Very truly yours,

VAN DYKE, DELLENBACK & McGOODWIN

John L. DuBay
John L. DuBay

lf

cc: Carl A. Franson

Cc please reply
JLD

NOTED
FLOYD QUERY

RECEIVED
AUG 1 - 1963
FOR FILING

6036

July 30, 1963

Frohnmayer, Lowry & Deatherage
Attorneys at Law
200 Cooley Theatre Building
Medford, Oregon 97501

Attention: Mr. W. V. Deatherage

Gentlemen:

This is to acknowledge receipt of your letter of July 25 and attached copy of Notice of Claim submitted on behalf of your client, Sanner Oil Company, in the amount of $793.28 for the delivery of diesel fuel and gasoline to Western Producers of Medford.

The claim states this is in connection with the Barney Helser Rock Production Contract No. 6036 for rock production on the Ashland-California State Line Section of the Pacific Highway in Jackson County.

We have received a letter from the Secretary of State informing us that this claim was filed in his office on July 26 and was assigned his File No. 4023.

This information has been noted in our records, and we will advise the surety and the contractor of this filing.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

CWH:fkn

OTTO J. FROHNMAYER
PHILIP S. LOWRY
W. V. DEATHERAGE
PATRICK FORD

FROHNMAYER, LOWRY & DEATHERAGE
ATTORNEYS AT LAW
300 BOOLEY THEATRE BUILDING
MEDFORD, OREGON
97501

AREA CODE 503
PHONE 773-8425

July 25, 1963

Oregon State Highway Commission
State Highway Department
Salem 10, Oregon

Attention: Mr. Floyd Query, secretary

Gentlemen:

Enclosed you will find claim of Sanner Oil Company against the bond filed by Barney Helser on State Highway Contract No. 6036.

Yours very truly,

FROHNMAYER, LOWRY & DEATHERAGE

By W. V. Deatherage

WVD:bt

Enclosure

Cc please handle
+6

NOTED
FLOYD QUERY

RECEIVED
JUL 26 1963
OREGON
STATE HIGHWAY COMMISSION

NOTICE TO
STATE HIGHWAY DEPARTMENT OR
THE SECRETARY OF STATE OF THE
STATE OF OREGON

NOTICE IS HEREBY GIVEN that Galen Sanner, doing business as Sanner Oil Company of Medford, Oregon, has a claim for delivery of diesel fuel and gasoline to Floyd Carlson, Sr., doing business as Western Producers of Medford, Oregon to be used by the said Floyd Carlson, Sr. in hauling and piling cinders under sub-contract to Barney B. Helser, of Beaverton, Oregon, who had a contract with the State Highway Commission number 6036. That attached hereto, marked exhibit A and by this reference made a part hereof is an accounting of the fuel and gasoline sold The total amount of this claim is the sum of $793.28 against the bond taken from Barney B. Helser as principal with Glen Falls Insurance Company as the surety in the performance of said State Highway Commission contract.

SANNER OIL COMPANY

By _____
Galen Sanner

SA 'NER OIL CO.

SP 2-7304
1000 N. RIVERSIDE - MEDFORD, ORE.

Date _____ 19___

To Western Producers

Address P.O. Box Box

City Medford, Oregon

Fuel used on Motors For the State of Oregon			
Diesel			
Trucks	88 gal @ 14¢		12.32
Trucks	255 " " "		35.70
2 trucks	61 " " "		8.54
			56.56
			71.65
Gasoline			
12 trucks	98 gal @ 20¢		19.60
12 trucks	347 " " "		69.40
9 trucks	344 " " "		68.80
11 trucks	390 " " "		78.00
2 trucks	418 " " "		83.60
2 trucks	467 " " "		93.40
3 trucks	90 " " "		18.00
3 trucks	543 " " "		108.60
Postage on this	STATEMENT		721.63

EXHIBIT A

RECEIVED
61 AUG 1 - 1963
FOR FILING
6036

July 30, 1963

Glens Falls Insurance Company
Pacific Coast Dept.
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

Attached is a copy of a claim in the amount of $793.28 which has been filed with the Secretary of State by Frohnmayer, Lowry & Deatherage, Attorneys at Law in Medford, on behalf of their client, Banner Oil Company for delivery of diesel fuel and gasoline to western Producers of Medford.

The claim states this is in reference to the Barney Nelser Rock Production Contract No. 6036 for rock production on Ashland-California State line Section of the Pacific Highway in Jackson County.

We provide this information as your company is listed as surety on the performance bond furnished with this contract.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

CWH:fkm

NOTED ON CARD
dc

cc Edward C. Larkins Agency
609 Mead Building
Portland 4, Oregon

Barney Nelser Rock Production
15535 SW Cornell Road
Beaverton, Oregon

Commissioners

HOWELL APPLING, JR.
Secretary of State

STATE OF OREGON
DEPARTMENT OF STATE

SALEM 10
July 26, 1963

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon 97310

Dear Sir:
We have received from W. V. Deatherage, c/o Frohnmayer, Lowry & Deatherage, Attorneys at Law, 200 Cooley Theatre Building, Medford, Oregon, attorneys, and filed as of this date, a notice of claim by Galen Sanner, dba Sanner Oil Company of Medford, Oregon for delivery of diesel fuel and gasoline to Floyd Carlson, Sr., dba Western Producers of Medford, Oregon to be used by the said Floyd Carlson, Sr. in hauling and piling cinders under subcontract to Barney B. Helser of Beaverton, Oregon, who had a contract with the State Highway Commission number 6036, in the sum of $793.28 against the bond taken from Barney B. Helser, principal and Glen Falls Insurance Company, surety in the performance of said State Highway Commission contract.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By Geo A Stephens
Public Records Section

GS:FK
Enc.

RECEIVED
JUL 30 19[illegible]
OREGON
STATE HIGHWAY COMMISSION

NOTICE TO
STATE HIGHWAY DEPARTMENT OR
THE SECRETARY OF STATE OF THE
STATE OF OREGON

NOTICE IS HEREBY GIVEN that Galen Sanner, doing business as Sanner Oil Company of Medford, Oregon, has a claim for delivery of diesel fuel and gasoline to Floyd Carlson, Sr., doing business as Western Producers of Medford, Oregon to be used by the said Floyd Carlson, Sr. in hauling and piling cinders under sub-contract to Barney B. Helser, of Beaverton, Oregon, who had a contract with the State Highway Commission number 6036. That attached hereto, marked exhibit A and by this reference made a part hereof is an accounting of the fuel and gasoline sold. The total amount of this claim is the sum of $793.28 against the bond taken from Barney B. Helser as principal with Glen Falls Insurance Company as the surety in the performance of said State Highway Commission contract.

SANNER OIL COMPANY

By _____
Galen Sanner

File # 4023

FILED
JUL 26 1963
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
JUL 26 1963
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
JUL 16 1963
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

16-7219
1-57A

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

July 3, 1963

Schultz & Salisbury
Attorneys at Law
Dierks Building
Grants Pass, Oregon

Attention: Mr. Louis F. Schultz, Jr.

Gentlemen:

This is to acknowledge receipt of your letter of June 25 and the enclosed Notices of Claims, all of which appear to be in connection with State Highway Contract No. 6036 with Barney Nelser Rock Production for rock production on the Ashland-California State Line Section of the Pacific Highway in Jackson County. The descriptions of these three claims are as follows:

1. Claim of S. A. Mossner in the amount of $1,298.93 for furnishing gasoline, oil and miscellaneous materials. File #4016

2. Claim of Boyd & Franson, Inc., in the amount of $484.35 for supplies and labor furnished. File #4017

3. Claim of Bill & Eddie's Chevron Service in the amount of $90.85 for gasoline, oil and repair work. File #4018

So that there will be no misinterpretation of the law, we are forwarding these claims to the Secretary of State for filing.

This information will be noted in our records and we will advise the surety and the contractor of the receipt of these claims.

Yours very truly,

NOTED ON CARD

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Glens Falls Insurance Co.
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Edward C. [illegible] Surety Agency
609 Mead [illegible]
Portland 4, Oregon

Commissioners

Barney Nelser Rock Production
15535 N. W. Cornell Road
Beaverton, Oregon

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon
Attn: Mr. George C. Stephens

FILED
JUL 3 - 1963
HOWELL APPLING, JR
SECRETARY OF STATE

RECEIVED
JUL - 8 1963
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

P.S. Please acknowledge receipt of these claims on enclosed copy of this letter.

NIEL R. ALLEN (1894-1959)
LOUIS F. SCHULTZ, JR.
RAYMOND J. SALISBURY

SCHULTZ & SALISBURY
ATTORNEYS AT LAW
DIERKS BUILDING
GRANTS PASS, OREGON
GREENWOOD 6-7725

ALLEN, SCHULTZ & SALISBURY
(1954-1959)

June 25, 1963

Oregon State Highway Department
Salem, Oregon

ATTENTION: Engineering Department--Disbursing Department

Re: Your Contract No. 6036
Prime Contractor, Barney Helser Rock Products, Inc.

Gentlemen:

Pursuant to ORS 279.5282 we herewith present to you for filing with your clerk or auditor, the enclosed Notices of Claim of S. A. Messner, Boyd & Franson, Inc. and Bill & Eddie's Chevron Service, in connection with the de-icing of highways at the junction of Green Springs Highway and Highway 99.

The claim of S. A. Messner is for supplies furnished to Floyd Carlson, Western Producers, Inc., P. O. Box 309, Medford, Oregon, who has been a subcontractor of the prime contractor, Barney Helser Rock Products, Inc.

The claim of Boyd & Franson, Inc. is for supplies and labor furnished both to the prime contractor and to the subcontractor, Western Producers, Inc.

The claim of Bill & Eddie's Chevron Service is for gasoline, oil and repair work furnished to the subcontractor, Western Producers, Inc.

We are sending copies of this letter together with copy of Notice of Claim directly to Glenn Falls Bonding & Insurance Co., 309 S. E. Oak Street, Portland, Oregon, as well as a copy to the prime contractor.

Very truly yours,

SCHULTZ & SALISBURY

Louis F. Schultz, Jr.

LFS:ez
Encs.

Acc please handle
-76

RECEIVED
JUN 28
OREGON
STATE HIGHWAY COMMISSION

NOTICE OF CLAIM OF MATERIALMAN
(ORS 279.526)

TO: STATE OF OREGON, by and through its State Highway Commission

Notice hereby is given that the undersigned, S. A. Messner, P. O. Box 367, Montague, California, has a claim for materials furnished by the undersigned consisting of gasoline, oil and miscellaneous materials used in connection with the de-icing of highways at the junction of Green Springs Highway and Highway 99, near Ashland, Oregon, in the sum of One Thousand Two Hundred Ninety-Eight and 93/100 Dollars ($1,298.93) against the bond taken from Barney Helser Rock Products, Inc., 15535 N. W. Cornell Road, Beaverton, Oregon; and Glenn Falls Bonding & Insurance Co., 901 S. E. Oak Street, Portland, Oregon; for materials furnished by the undersigned, consisting of gasoline, oil and miscellaneous materials used in connection with the de-icing of highways under Oregon State Highway Department contract No. 6036.

Dated: 14 June, 1963.

S. A. Messner

RECEIVED
JUN 2 5 1963
OREGON
STATE HIGHWAY COMMISSION

NOTICE OF CLAIM OF MATERIALMAN
(ORS 279.526)

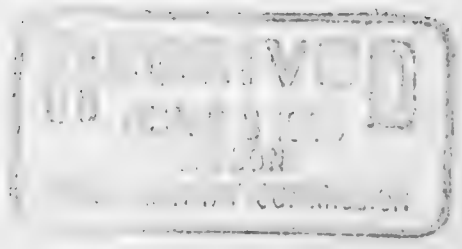
TO: STATE OF OREGON, by and through its State Highway Commission

Notice hereby is given that the undersigned, Boyd & Franson, Inc., a corporation, has a claim for parts and repairs furnished by the undersigned in connection with the de-icing of highways at the junction of Green Springs Highway and Highway 99, near Ashland, Oregon, in the sum of Four Hundred Eighty-Four and 35/100 Dollars ($484.35) against the bond taken from Barney Helser Rock Products, Inc., 15535 N. E. Cornell Road, Beaverton, Oregon; and Glenn Falls Bonding & Insurance Co., 901 S. E. Oak Street, Portland, Oregon; for parts and repairs furnished in connection with the de-icing of highways under Oregon State Highway Department Contract No. 6036.

Dated: June 24th, 1963.

BOYD & FRANSON, INC., a corporation

By Carl A. Franson Vice Pres.



NOTICE OF CLAIM OF MATERIALMAN
(ORS 279.526)

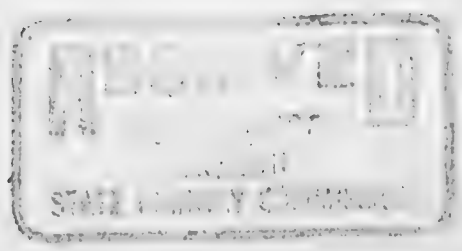
TO: STATE OF OREGON, by and through its State Highway Commission

Notice hereby is given that the undersigned, Bill & Eddie's Chevron Service, has a claim for gasoline, oil and repair work furnished in connection with the de-icing of highways at the junction of Green Springs Highway and Highway 99, near Ashland, Oregon, in the sum of Ninety and 85/100 Dollars ($90.85) against the bond taken from Barney Helser Rock Products, Inc., 15535 N. E. Cornell Road, Beaverton, Oregon; and Glenn Falls Bonding & Insurance Co., 901 S. E. Oak Street, Portland, Oregon; for gasoline, oil and repair work furnished in connection with the de-icing of highways under Oregon State Highway Department Contract No. 6036.

DATED: June 22, 1963.

BILL & EDDIE'S CHEVRON SERVICE

BY Bill C. Burt
Bill C. Burt, a general partner
of Bill and Eddie's Chevron Service



RECEIVED
JUN 10 1963
FOR FILING

6036

June 5, 1963

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

On May 20, 1963, we wrote to you concerning release of final payment on contract #6036, awarded to Barney Helser Rock Production, assigned to Glens Falls Insurance Company, for the Ashland-California State Line Rock Production Project on Pacific Highway in Jackson County.

Final payment on this contract is $761.53 and the total contract amount is $75,384.38. No work was performed under force account.

Very truly yours,

Floyd Quary, Secretary
OREGON STATE HIGHWAY COMMISSION

by:
C. W. Head, Assistant Secretary

dc

cc: Glens Falls Insurance Co.,
Edward C. Larkins Agency
609 Mead Bldg.,
Portland 4, Oregon

cc: Barney Helser Rock Production
15535 NW Cornell Road
Beaverton, Oregon

cc: C. H. Maison
Attn.: John Herr

RECEIVED
MAY 22 1963
FOR FILING

May 21, 1963

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

Semi-final payment on contract #6036 for the Ashland-California State Line Rock Production Project on Pacific Highway in Jackson County, will be released to the contractor, assigned to Glens Falls Insurance Company, after May 28, 1963.

This payment of $6,604.85 reduces the retained percentage to $761.53.

You have been previously advised that claims have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Glens Falls Insurance Co.,
Edward C. Larkins Agency
609 Mead Bldg.,
Portland 4, Oregon

cc: Barney Heiser Rock Production
15535 NW Cornell Road
Beaverton, Oregon

cc: C. H. Maison
Attn.: John Herr

RECEIVED
MAY 20 1963
FOR FILING

May 20, 1963

Oregon State Highway Commission

Gentlemen:

Work was completed April 24 on Contract 6036. The contract was with Barney Helser Rock Production and was for rock production on the Ashland-California State Line Section of the Pacific Highway in Jackson County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective May 15, 1963, and that you concur in this procedure at the Commission meeting on June 6.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison

LPS :w fn

Surety Letter written May 20, 1963

FORM E-20 SOM 8-62 43909

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 14, 1963

SUBJECT: Acceptance of Contract

To: Mr. L. P. Shaw
Asst. State Highway Engineer

OFFICE

All work on the following contract is satisfactorily completed. It is ready for acceptance by the State Highway Commission:

Contract No. 6036 with Barney Helser Rock Production for rock production on the Ashland-California State Line Section of the Pacific Highway in Jackson County, completed April 24, 1963.

L. H. Young
Office Engineer

DBP:mb

cc: Floyd Query
C. H. Maison
F. D. Morgan

RECEIVED
MAY 14 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 20 1963
FOR FILING

May 20, 1963

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

Contract #6036 awarded to Barney Heiser Rock Production for the Ashland-California State Line Rock Production Project on Pacific Highway in Jackson County, was completed April 24, 1963, and was accepted by the Highway Commission on May 15, 1963.

Final payment will be released to the contractor, assigned to the Glens Falls Insurance Company, as soon as payment processing can be completed, but not before May 27, 1963.

You have been notified previously of claims filed against the contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Glens Falls Insurance Co.,
Edward C. Larkins Agency
609 Mead Bldg.,
Portland 4, Oregon

cc: Barney Heiser Rock Production
15535 NW Cornell Road
Beaverton, Oregon

cc: L. H. Young
C. H. Maison
Attn.: John Herr

RECEIVED
MAY 20 1963
FOR FILING

May 17, 1963

Frohnmayer, Lowry, Hogan & Deatherage
Attorneys at Law
200 Cooley Theatre Building
Medford, Oregon

Attention: Mr. W. V. Deatherage

Gentlemen:

This is to acknowledge receipt of your letter of May 13 and attached copy of the claim of your client, Western Producers of Medford, in the amount of $3,839.19 for the delivery and piling of cinders. The claim states that this is in connection with State Highway Contract No. 6036 with Barney Heiser Rock Production for rock production on the Ashland-California State Line Section of the Pacific Highway in Jackson County.

We have received notification from the Secretary of State advising that this claim was filed in his office on May 15, 1963.

This information will be noted in our records and we will advise the surety and the contractor of the notice of claim.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc Commissioners

CWH:fp

NOTED ON CARD

OTTO J. FROHNMAYER
PHILIP B. LOWRY
ERVIN B. HOGAN
W. V. DEATHERAGE

PORTER J. NEFF
(1871-1959)

FROHNMAYER, LOWRY, HOGAN & DEATHERAGE
ATTORNEYS AT LAW
200 OODLEY THEATRE BUILDING
MEDFORD, OREGON

AREA CODE 503
PHONE 773-8425

May 13, 1963

State Highway Commission
Salem
Oregon

Gentlemen:

Enclosed you will find claim of Western Producers of Medford, Oregon, against the bond of Barney B. Helser under State Highway Commission Contract No. 6036.

Yours very truly,

FROHNMAYER, LOWRY & DEATHERAGE

By W. V. Deatherage

WVD:sh
Enc.
cc: Glens Falls Ins. Co.
Mr. Barney B. Helser

Clc, please handle
76

RECEIVED
MAY 15 1963
OREGON
STATE HIGHWAY COMMISSION

NOTICE

TO: State Highway Commission of the State of Oregon or
Secretary of State of the State of Oregon

NOTICE IS HEREBY GIVEN that the undersigned, Western Producers of Medford, Oregon, a co-partnership, has a claim for delivery and piling of cinders to Barney B. Helser, Beaverton, Oregon. The delivery and piling of cinders was furnished by Floyd Carlson, Sr. of Western Producers of Medford, Oregon, at the following rate: $2.7625 for each cubic yard of cinders delivered plus $500.00 for piling of said cinders at construction site. A total of 2,676.45 cubic yards have been delivered to Barney B. Helser and that only the sum of $4,054.50 has been paid by Barney B. Helser for said delivery and piling of cinders. The amount of the claim is the sum of $3,839.19 against the bond taken from Barney B. Helser, as principal, from Glens Falls Insurance Company, as surety, for the work of supplying cinders to the State Highway Commission pursuant to State Highway Commission Contract No. 6036.

WESTERN PRODUCERS OF MEDFORD, OREGON

By Floyd Carlson Sr.

RECEIVED
MAY 20 1963
FOR FILING

May 17, 1963

Glens Falls Insurance Co.
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

Attached is a copy of a claim in the amount of $3,839.19 which has been filed with the Secretary of State by Frohnmayer, Lowry, Hogan & Deatherage, Attorneys at Law, on behalf of Western Producers of Medford, for delivery and piling of cinders. The claim states that this is in connection with our Contract No. 6036 with Barney Helser Rock Production for rock production on the Ashland-California State Line section of the Pacific Highway in Jackson County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CC:
Edward C. Larkins Agency
609 Mead Building
Portland 4, Oregon

NOTED ON CARD

Barney Helser Rock Production
15535 N. W. Cornell Road
Beaverton, Oregon

CWH:fp

HOWELL APPLING, JR.
Secretary of State

STATE OF OREGON
DEPARTMENT OF STATE
SALEM 10

May 15, 1963

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Highway Building
Salem 10, Oregon

Dear Sir:

We have received from W. V. Deatherage, c/o Frohnmayer, Lowry, Hogan & Deatherage, Attorneys at Law, 200 Cooley Theatre Building, Medford, Oregon and filed as of this date, a notice of claim by Western Producers of Medford, Oregon for delivery and piling of cinders to Barney B. Helser, Beaverton, Oregon, furnished by Floyd Carlson Sr., of Western Producers at the following rate: $.7625 for each cubic yard of cinders delivered plus $500.00 for piling of said cinders at construction site. A total of 2,676.45 cubic yards have been delivered to Barney B. Helser and that only the sum of $4,054.50 has been paid. The amount of the claim is the sum of $3,839.19 against the bond taken from Barney B. Helser, principal, and Glens Falls Insurance Company, surety for the work of supplying cinders to the State Highway Commission pursuant to State Highway Commission Contract No. 6036.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By Geo A Stathorne
Public Records Section

GS:FK
Enc.

Cec, please handle
5 PM 76

NOTED
FLOYD QUERY

NOTICE

TO: State Highway Commission of the State of Oregon or
Secretary of State of the State of Oregon

NOTICE IS HEREBY GIVEN that the undersigned, Western Producers of Medford, Oregon, a co-partnership, has a claim for delivery and piling of cinders to Barney B. Helser, Beaverton, Oregon, The delivery and piling of cinders was furnished by Floyd Carlson, Sr. of Western Producers of Medford, Oregon, at the following rate: $2.7625 for each cubic yard of cinders delivered plus $500.00 for piling of said cinders at construction site. A total of 2,676.45 cubic yards have been delivered to Barney B. Helser and that only the sum of $4,054.50 has been paid by Barney B. Helser for said delivery and piling of cinders. The amount of the claim is the sum of $3,839.19 against the bond taken from Barney B. Helser, as principal, from Glens Falls Insurance Company, as surety, for the work of supplying cinders to the State Highway Commission pursuant to State Highway Commission Contract No. 6036.

WESTERN PRODUCERS OF MEDFORD, OREGON

By Floyd Carlson Sr

File #4010

FILED
MAY 15 1963
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
MAY 15 1963
HOWELL APPLING, JR.
SECRETARY OF STATE

Form E-1—(Rev.)-

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 10, 19 63

Section Ashland-California State Line

Kind of work Rock Production

Highway Pacific County Jackson

Section prefix 15-8319

Contractor Barney Helser

Contract number 6036

Date of contract March 2, 19 62

Specified work days 60 + 27 days time extension

Date work started July 17, 19 62

Work days used 150

Project authorization . . . . . $ 30,600.00
Exclusive of engineering . . . . $ 28,424.00

Per cent of time elapsed 173 %

Estimated cost of completed project, exclusive of engineering and liquidated damages . . . . $ 27,017.22

Estimated per cent overrun or underrun . . . . . 4.95 %

Per cent of contract completed, based on estimated cost . . . . . 100 %

Engineering authorization . . . . $ 2,176.00

Engineering cost to date $ 2,147.16, 98.67 %

Date project was completed April 24, 1963, 19

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
						100%

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

SEMI-FINAL ESTIMATE sent to Division Engineer's office May 6, 1963.

Total liquidated damages on project - 63 days or $ 3,780.00.

Final Weekly Report.

NOTED
JOHN R. OAKES

NOTED
LLOYD P. SHAW

MAY 13 1963

M S B P E

Signed W. H. Robertson

Address P.O.Box 1106:Medford, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)			8,000.00 CY		
Total quantities corrected to date			8,577.76 CY		
Estimated quantities moved or placed to date			8,577.76 CY		
Average daily quantities			Porject Completed April 24, 1963		
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					
Men					
Supervision					
Men and trucks under 3 tons					
Men and trucks over 3 tons					
Men and tractors					

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Compaction rollers .....,_ . . . ., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
MAY 13 1963
FOR FILING

COMMISSION
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

IL-3314
6036

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

May 9, 1963

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol Building
Salem 10, Oregon

Attention: Mr. George C. Stephens

Dear Sir:

Attached is a claim for filing in the amount of $4,090 received from Schultz & Salisbury, Attorneys at Law, Grants Pass, on behalf of Siskiyou Stone, Inc., Medford, for cinder materials furnished on Contract No. 6036.

The Attorney's letter states that these materials were furnished to Floyd Carlson, Western Products, Inc., subcontractor.

This appears to be in connection with the Barney Helser Rock Production Contract No. 6036 for rock production on the Ashland-California State Line Section of the Pacific Highway in Jackson County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD
lc

Att.

File #4009

FILED
MAY 10 1963
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
MAY 13 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 9 - 1963
FOR FILING

May 9, 1963

Glens Falls Insurance Company
Pacific Coast Dept.
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

A letter dated May 8, with "Notice of Claim" attached, has been received from Schultz & Salisbury, Attorneys at Law, Grants Pass, on behalf of Siskiyou Stone, Inc., Medford, advising that Floyd Carlson, Western Products, Inc., subcontractor, owes them for cinder materials furnished in the amount of $4,090.

This appears to be in reference with the Barney Helser Rock Production Contract No. 6036 for rock production on the Ashland-California State Line Section of the Pacific Highway in Jackson County.

Attached is a copy of the claim. We have also forwarded this claim to the Secretary of State for filing.

This information is provided as your company is listed as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att.

cc Barney Helser Rock Production
15535 N. W. Cornell Road
Beaverton, Oregon

NOTED ON CARD
dc

Edward C. Larkins Agency
609 Mead Building
Portland 4, Oregon

CWH:fkn

May 9, 1963

Schultz & Salisbury
Attorneys at Law
Dierks Building
Grants Pass, Oregon

Attention: Mr. Raymond J. Salisbury

Gentlemen:

This will acknowledge receipt of your letter of May 8 and the attached "Notice of Claim" of Siskiyou Stone, Inc., in the amount of $4,090.00 for supplying cinder materials under Oregon State Highway Department Contract No. 6036.

The claim states this is in reference to the Barney Helser Rock Production Contract No. 6036 for rock production on the Ashland-California State Line Section of the Pacific Highway in Jackson County. You mention in your letter that these materials were furnished to Floyd Carlson, Western Products, Inc., (subcontractor), P. O. Box 309, Medford.

The amount earned on this contract as of April 10 was $20,020 and the retainage is $2,002.

So that there will be no misinterpretation of the law, we are forwarding this claim to the Secretary of State for filing. In the interim, this information will be noted in our records, and we will advise the surety and the contractor of this filing.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc Commissioners

CWH:fkn

NOTED ON CARD
dc

NIEL R. ALLEN (1894-1959)
LOUIS F. SCHULTZ, JR.
RAYMOND J. SALISBURY

SCHULTZ & SALISBURY
ATTORNEYS AT LAW
DIERKS BUILDING
GRANTS PASS, OREGON
GREENWOOD 6-7725

ALLEN, SCHULTZ & SALISBURY
(1954-1959)

May 8, 1963

Oregon State Highway Department
Salem,
Oregon

ATTENTION: Engineering Department--Disbursing Department

Re: Your Contract No. 6036
Prime Contractor, Barney Helser Rock Products, Inc.

Gentlemen:

Pursuant to ORS 279.5282 we herewith present to you for filing with your clerk or auditor, the enclosed Notice of Claim of Siskiyou Stone, Inc. which has been supplying cinder materials under the above-numbered contract to Floyd Carlson, Western Products, Inc., P. O. Box 309, Medford, Oregon who has been a subcontrator under the above-named prime contractor and likewise, Siskiyou Stone, Inc. has been furnishing materials directly to your prime contractor, all in connection with the above-named contract.

This letter will also advise you that we have been retained by four other parties to file similar notices of claim on the same job for claims approximating an additional $2,050.00 which we expect to file in the near future.

We are sending copies of this letter together with copy of Notice of Claim directly to Glenn Falls Bonding & Insurance Co., 309 S. E. Oak Street, Portland, Oregon, as well as a copy to the prime contractor.

We would appreciate your advice as to the status of payments under this contract.

Very truly yours,

SCHULTZ & SALISBURY

Raymond J. Salisburg

Raymond J. Salisbury

Ok please reply
RL

RJS:ez
Enc.

(From C. Tandy)
Amt earned as of April 10: $20,020.00
Retainage $2,002.00

NOTICE OF CLAIM OF MATERIALMAN
(ORS 279.526)

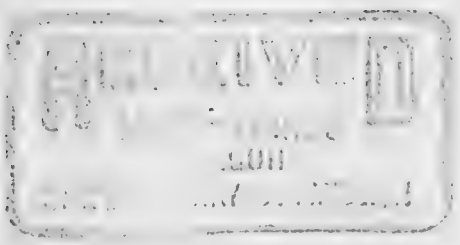
To State of Oregon, by and through its State Highway Commission:

Notice hereby is given that the undersigned, Siskiyou Stone, Inc., a corporation, has a claim for materials furnished by the undersigned consisting of 5,377.76 yards of cinder material used in de-icing of highways and delivered to and stockpiled at the junction of Green Springs Highway and Highway 99, near Ashland, Oregon, in the sum of Four Thousand Ninety Dollars ($4,090.00) against the bond taken from Barney Helser Rock Products, Inc., 15535 N. W. Cornell Road, Beaverton, Oregon; and Glenn Falls Bonding & Insurance Co., 901 S. E. Oak Street, Portland, Oregon; for the work of supplying cinder materials for de-icing of highways under Oregon State Highway Department Contract No. 6036.

Dated: May 8, 1963.

SISKIYOU STONE, INC., a corporation

By _____
Lendolyn Davenport
Secretary-Treasurer



RECEIVED
APR 29 1963
COMMISSIONERS
FOR FILING
GL[illegible] CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM
1-9319
6036

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

April 24, 1963

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol
Salem, Oregon

Attention: Mr. George Stephens

Gentlemen:

Attached for filing is a claim letter, dated April 19, 1963, received from Standard Oil Company of California, Western Operations, Inc. This claim is in the amount of $330.32 and is for petroleum products furnished to Barney Heiser Rock Production in connection with his contract No. 6036, Ashland-California State Line Rock Production Project on Pacific Highway in Jackson County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Secretary
OREGON STATE HIGHWAY COMM.

Enc.

NOTED ON CARD
dc

File #4008

FILED
APR 25 1963
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
APR 25 1963
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
APR 26 1963
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

April 24, 1963

Glens Falls Insurance Company
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

A claim letter, dated April 19, 1963, has been received from Standard Oil Company of California, Western Operations, Inc., advising that Barney Heiser Rock Production owes them for petroleum products in the amount of $330.32.

This appears to be in connection with the Barney Heiser Rock Production Contract 6036, Ashland-California State Line Rock Production Project on Pacific Highway in Jackson County.

This claim has been forwarded to the Secretary of State for filing. Attached is a copy of the claim.

We provide this information as your company is listed as surety on the performance bond furnished with the contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

cc: Edward C. Larkins Agency
609 Mead Building
Portland 4, Oregon

Barney Heiser Rock Production
15535 N. W. Cornell Road
Beaverton, Oregon

NOTED ON CARD

CWH:jmc

April 24, 1963

Standard Oil Company of California
Western Operations, Inc.
909 - 12th Street
Sacramento 14, California

Attention: Mr. J. F. Bell
Asst. Regional Credit Mgr.

Gentlemen:

We have received your claim letter of April 19 advising us that Barney Helser Rock Production owes you $330.32 for petroleum products. You also state this is in reference to the Barney Helser Rock Production Contract No. 6036, for the Ashland-California State Line Rock Production Project in Jackson County.

So there will be no misinterpretation of the law, we are forwarding your claim to the Secretary of State for filing. In the interim this information will be noted in our records and we will advise the surety and the contractor of the claim.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

cc: Glenn L. Jackson
D. B. Simpson

CWH:jmc

NOTED ON CARD

STANDARD OIL COMPANY OF CALIFORNIA,
WESTERN OPERATIONS, INC.
909-12TH STREET • SACRAMENTO 14 • CALIFORNIA

C G MURRAY
REGIONAL CREDIT MANAGER
J. F. BELL
ASSISTANT REGIONAL CREDIT MANAGER

April 19, 1963

Barney Nelser Rock
Production, Inc.

State of Oregon
State Highway Commissioner
Salem, Oregon

Attention: Mr. C. W. Head
Assistant Secretary

Dear Mr. Head:

Notice hereby is given that the undersigned, Standard Oil Company of California, Western Operations, Inc., has a claim for petroleum products delivered in the sum of $330.32 against the bond taken from Barney Nelser Rock Production, Principal, and Glen Falls Insurance Company, Edward C. Larkin, Agent, Surety, for the work of Rock Production by Barney Nelser Rock Production, Inc. on State of Oregon Job No. 6036 located between Ashland, Oregon and the California state line.

Very truly yours,

STANDARD OIL COMPANY OF CALIFORNIA
WESTERN OPERATIONS, INC.

By _____

DJE:jb

RECEIVED
APR [illegible] 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 9 - 1963
FOR FILING

THE Glens Falls GROUP
INSURANCE WITH INTEGRITY
PACIFIC DEPARTMENT
6TH FLOOR MILLS TOWER
SAN FRANCISCO 4, CALIFORNIA

PORTLAND OFFICE
901 SOUTH EAST OAK STREET
TELEPHONE: BELMONT 5-8603
PORTLAND 14, OREGON

1-1619

April 5, 1963

6036

Oregon State Highway
Oregon State Highway Building
Salem, Oregon

Attention: Mr. Floyd Query, Secretary

Re: Western Producers - Barney B. Helser Contracts
Contract #6036

Gentlemen:

Confirming my conversation with your secretary this morning, I am attaching copy of a letter received from the attorney representing Floyd Carlson, Sr., a subcontractor on the above job. Mr. Carlson has abandoned this job.

We believe you should know this in order to notify your resident engineer, Mr. Robertson.

Very truly yours,

R. L. Metcalf
Claims Manager

RLM:ks
Enclosure

Copies to:
Shaw
Morgan

RECEIVED
APR [illegible]
OREGON
STATE HIGHWAY COMMISSION

DYTÉ J. FROHNMAYER
PHILIP B. LOWRY
ERVIN B. HOGAN
W. V. DEATHERAGE

PORTER J. NEFF
[1871-1959]

FROHNMAYER, LOWRY, HOGAN & DEATHERAGE
ATTORNEYS AT LAW
300 COOLEY THEATRE BUILDING
MEDFORD, OREGON

TELEPHONE BP 3-8425

March 29, 1963

Kemmer & Rybertsen
Attorneys at Law
Oregon Bank Building
319 S.W. Washington Street
Portland 4, Oregon

Contract #6036

Attention Mr. Paul S. Rybertsen

Re: Western Producers -
Barney B. Helser contracts

Gentlemen:

Enclosed you will find copy of letter we wrote to Mr. Helser on March 22, 1963. No payment has been made whatsoever to our client, Floyd Carlson, Sr., or Western Producers and we hereby notify you that Mr. Carlson and Western Producers will do no further work on the contracts with Mr. Helser due to his failure to pay the sums due Mr. Carlson on said contracts.

We are sending a copy of this letter to the bonding company making claim for the amount due for the cinders delivered and piled as of March 10, 1963, and also hereby demand payment for all cinders delivered and piled since that date.

Mr. Carlson considers the failure of payment to be a material breach of the contracts and thereby has abandoned any further work due to this non-payment.

Yours very truly,

FROHNMAYER, LOWRY, HOGAN
& DEATHERAGE

By W. V. Deatherage

WVD:sh
cc: Glens Falls Ins. Co.
Enc.

RECEIVED
MAR 18 1963
FOR FILING

March 15, 1963

Glens Falls Insurance Company
901 S. E. Oak Street
Portland, Oregon

Attention: Mr. John M. Coke
Attorney

Gentlemen:

This is to acknowledge receipt of two "Assignment of Claim" forms, assigning to Glens Falls Insurance Company all monies due or to become due on State Highway Contracts 6036 and 6049, awarded to Barney Helser Rock Production.

The assignment forms are being forwarded to Mr. C. H. Maison, our Auditor.

It is noted that the Glens Falls Insurance Company furnished the performance bonds for these two contracts.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc Mr. C. H. Maison
Attn: Mr. John Herr

FQ:fp

NOTED ON CARD
dc

JOHN M. COKE
ATTORNEY AT LAW
925-929 YEON BUILDING
PORTLAND 4, OREGON
CAPITOL 8-8552

March 14, 1963

State of Oregon
State Highway Department
Salem 10, Oregon

Attn: Floyd Query, Secretary

Re: State Highway Contracts No. 6036 and 6049
Contractor: Barney Helser Rock Production
Surety: Glens Falls Insurance Company

Gentlemen:

Pursuant to our telephone conversation March 12, we advised you that my client, the Glens Falls Insurance Company, which bonded the contractor, Barney Helser Rock Production on State Highway Contract No. 6036 and 6049, was to take an assignment of monies earned and to be earned from the contractor.

The contractor has now executed assignments and we are enclosing herewith the original of the assignments on each of the respective contracts dated March 13, 1963 and executed by Barney Helser Rock Production by Eva A. Helser, partner.

We have certainly appreciated your cooperation and prompt attention to the matter.

Very truly yours,

GLENS FALLS INSURANCE COMPANY

By _____
Its Attorney

JMC/c
Encls.

RECEIVED
MAR 1 ..63
OREGON
STATE HIGHWAY COMMISSION

Form A-204—1M—6-60

STATE OF OREGON—HIGHWAY DEPARTMENT

ASSIGNMENT OF CLAIM

ORIGINAL
Return to Secretary

FOR THE CONSIDERATION OF the sum of Ten Dollars and other good and valuable consideration ($ 10.00) **Dollars, to** us **paid,** we **hereby sell, assign and transfer the within claim for** all monies due or to become due including earned estimates, retainages, and final retained percentage in connection with Contract No. 6036 with the Oregon State Highway Commission, more particularly described as "Jackson County Pacific Highway Section, Ashland, California State Line Rock Production"

to Glens Falls Insurance Company (surety) 901 S. E. Oak St., Portland Oregon **and authorize and empower said** Glens Falls Insurance Company (surety) **to act as agent for** us **and in** our **name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, and provided further that this assignment is subject to all of the provisions of ORS 366.420, and, if the same is honored, either in whole or in part, by the State Highway Department, such action by the Department shall be controlled at all times by the terms of said statute, not only with respect to payments made but likewise with respect to future payments.**

Witness my hand this 13th **day of** March, **19** 63

Executed in the presence of us as witnesses:

Glens Falls Ins. Co.

Robert L. Shankey

BARNEY HELSER ROCK PRODUCTION

By [signature] (Partner)

State Printing 38650

RECEIVED
NOV 30 1962
FOR FILING
6036

November 2, 1962

Barney Nelser Rock Production
15535 N. W. Cornell Road
Beaverton, Oregon

Gentlemen:

The State Highway Commission, at its meeting on November 1, 1962, discussed with the Engineer your request for an extension of time on Contract No. 6036. You requested 57 additional workdays within which to complete the rock production on the Ashland-California State Line Section of the Pacific Highway in Jackson County, without assessment of liquidated damages.

After considering the report, recommendation of the Engineer, and other available information, the Commission granted 27 additional workdays, without assessment of liquidated damages.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc: L. R. [illegible]
H. H. [illegible]
F. D. Harg[illegible]
L. H. Young
C. H. Nelson

RECEIVED
OCT 24 1962
FOR FILING

October 23, 1962

Oregon State Highway Commission

Gentlemen:

Request for Extension of Time
No. 8
November 1 Meeting

Barney B. Holser, contractor on the Ashland-California Line Rock Production project on the Pacific Highway in Jackson County, Contract 6036, requests an increase of 57 days in which to complete the project without the assessment of liquidated damages. He gives as his reason a strike which shut down his operations from May 1 to June 26.

The contractor's normal labor market on this project could be from California, and we have determined that there was a labor strike in the northern part of that State during this time. Due to weather, holidays, and week ends, Mr. Holser was charged only 27 days during the strike period.

We recommend that this contractor be granted an increase of 27 days. This will increase the workday count from 60 to 87. As the contractor required 111 days to complete this project, it will then be necessary to assess damages covering 24 days.

This matter will be on the agenda for your consideration at the November 1 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
R. L. Porter
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

RLP:ajw hlb

RECEIVED
NOV 30 1962
FOR FILING

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6036 Contractor Barney Helser

Highway Pacific

Section Ashland - California State Line

Kind of Work Rock Production

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~DENIED~~ GRANTED. The reasons for such recommendation are as follows: We recommend that 27 days be granted as these are the number of workdays which were charged against the contract during a period of time which the contractor could not work due to a labor strike in the State of California.

11-28-62 approved an extension of 27 workdays
Floyd Ruey

Recommended for Approval:

J. F. Putnam Asst
Division Engineer

W. B. Klabo
Asst
Construction Engineer or Bridge Engineer

R. H. Baldock
ASSISTANT
State Highway Engineer

Contract No.	~~6036~~ 6036
Project designation	State (State-Federal)
Date awarded	March 2, 1962
Work started	July 17, 1962
Per cent completed	26% October 12, 1962 (Date)
No. of Workdays Allowed	60
No. of Workdays Used	111
No. of Added Workdays Requested	57

State Printing 37010

E--320 (Rev.)—5M--5-60

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

#8

Oregon State Highway Commission
Salem, Oregon

Date September 26, 1962

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 60 days to 117 days, within which to complete our Contract No. 6036, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

Laborers strike in Northern California from May 1, 1962 to June 27, 1962, a total of 57 days before a settlement was reached. Therefore, no help was available to work on the project. The following days were previously recognized: June 18, 19, 20, 21, 22, 25, 26, 27, for a total of eight workdays.

Respectfully submitted,

Barney & DeCou
Contractor

By .....

CONSENT OF SURETY

Date September 26, 1962

We, GLENS FALLS INSURANCE COMPANY

....., as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

GLENS FALLS INSURANCE COMPANY
by: Edward C. Larkins
Edward C. Larkins, Attorney-in-Fact

EDWARD C. LARKINS AGENCY
by: Edward C. Larkins
Resident Agent

(SEAL)

FORM E-30 80M 5-62 43606

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 18, 1962

SUBJECT: Extension of Time
Ashland-California Line Rock Production
Pacific Highway
Contract No. 6036

To: Mr. R. L. Porter
Assistant State Highway Engineer

OFFICE

Attached is a Contractors Request for Increase in Number of Workdays to Complete Construction Contract, submitted by Barney B. Helser, contractor on the project. The contractor requests an increase of 57 days, from 60 to 117 days, because of a strike in Northern California where the material is being produced.

We have received confirmation from the California State Department of Employment that a strike was in effect in that area from May 1 through June 26, a total of 57 calendar days. Our records show that a total of 27 days were charged in this period.

We, therefore, recommend that an increase of 27 days be granted. As of October 12, 1962, a total of 111 days had been charged and the project was only 26% complete.

This is a State Project being done without Federal funds. A rough draft to the Highway Commission is attached.

F. D. Morgan
Construction Engineer

By
F. B. Klaboe
Assistant Construction Engineer

CHB:bjh
Attach.

cc: L. H. Young

RECEIVED
OCT 19 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 3 1962

FOR FILING

M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER

G. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

April 2, 1962

6036 —

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

Enclosed is a copy of a contract awarded by the State Highway Commission, the details of which are given below.

We are sending you this copy for your files as you appear as surety on the performance bond furnished by the contractor.

Contract #6036, awarded March 29, 1962, to Barney Heiser Rock Production for the Ashland-California State Line Rock Production Project on Pacific Highway in Jackson County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

cc: Glens Falls Insurance Co.,
Edward C. Larkins Agency
609 Mead Bldg.,
Portland 4, Oregon

RECEIVED
APR 3 1962
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

6036

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER

G. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

April 2, 1962

Barney Helser Rock Production
15535 NW Cornell Road
Beaverton
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #6036, awarded March 2, 1962, for the Ashland-California State Line Rock Production Project on the Pacific Highway in Jackson County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

RECEIVED
MAR 12 1962
FOR FILING

COMMISSIONERS
M. F. MCKEE, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

6031

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

March 9, 1962

Barney Heiser Rock Production
15535 NW Cornell Road
Beaverton
Oregon

Gentlemen:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission as follows:

Contract #6036, awarded March 2, 1962, for the Ashland-California State Line Rock Production Project on Pacific Highway in Jackson County.

Please execute two of these copies as to contract and bond, and return them to this office for completion. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT.

The third copy of the contract, stamped "ADVANCE COPY to be Retained by Contractor", is furnished for your information pending receipt of a fully executed copy.

The workday count on this contract will begin March 21, 1962.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

cc: L. H. Young
L. R. Chandler
Res. Engineer
Frank Morgan

PS: Just a reminder to have your signatures read the same as your names are given on the Contract and Bond pages. Thank you.

dc

RECEIVED
MAR 5 1962
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

March 2, 1962

6036

Barney Helser Rock Productions
15535 N.W. Cornell Road
Beaverton
Oregon

Gentlemen:

The State Highway Commission on March 2, 1962, awarded to you State Highway Contract No. 6036 for the following project:

Ashland-California State Line Rock Production
Project on Pacific Highway in Jackson County.

This award was based on your bid of $27,200.00 which was the low bid submitted to the Commission on February 28, 1962, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

dc

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)

15-8320 Ashland-Klamath Co. Line Rock 1962
Prod. Proj., Green Springs Hwy.
#6037

RECEIVED
JUL 30 1962
FOR FILING

6037

July 30, 1962

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

Your company appears as surety on the performance bond furnished with our contract #6037, awarded to M. C. Lininger & Sons, for the Ashland-Klamath County Line Rock Production Project on the Green Springs Highway in Jackson County.

This contract was completed on June 21, 1962, and was accepted by the Highway Commission on June 29, 1962. Final payment in the amount of $713.67 will be released to the contractor on or after August 6, 1962 The total contract amount is $23,788.88 and no force account work was performed on the project.

No claims for labor or materials have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: M. C. Lininger & Sons
P. O. Box 1386
Medford
Oregon

RECEIVED
JUL 11 1962
FOR FILING

6037

July 11, 1962

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

Your company appears as surety on the performance bond furnished with our contract #6 37, awarded to M. C. Lininger & Sons, for the Ashland-Klamath County Line Rock Production Project on the Green Springs Highway in Jackson County.

Semi-final payment in the amount of $5,603.21 will be released to the contractor on or after July 18, 1962. The retained percentage is $713.67.

No claims for labor or materials have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: M. C. Lininger & Sons
P. O. Box 1386
Medford
Oregon

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 29, 1962

Section Ashland-Klamath Co. Line

Highway Green Springs County Jackson

Contractor M.C. Lininger & Sons

Date of contract April 2, 1962

Date work started April 27, 1962

Project authorization . . . . . $ 25,920.00

Exclusive of engineering . . . . $ 24,076.80

Kind of work Rock Production

Section prefix 15-8320

Contract number 6037

Specified work days 60

Work days used 44

Per cent of time elapsed 73 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 22,035.23

Estimated per cent ~~overrun~~ or underrun . . . . . 8.5 %

Per cent of contract completed, based on estimated cost . . . . . 100 %

Engineering authorization . . . . $ 1,843.20

Engineering cost to date $ 1,753.65, 95.1 %

Date project was completed June 21, 1962

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
						100%

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Stockpiles were remeasured and Semi-Final Estimate Mailed June 27, 1962.

This is the Final Weekly Report.

NOTED
R. L. PORTER

CONSTRUCTION DIVISION
RECEIVED
JUL 2 1962
NOTED

Signed H. H. Robertson

Address PO Box 1106, Medford, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			-		
Miles partially completed			-		
Miles completed			-	-	
Total estimated quantities (contract)			6,000 CY		
Total quantities corrected to date			6,195.02 CY		
Estimated quantities moved or placed to date			6,195.02 CY		
Average daily quantities			-		
Average daily quantities necessary to complete project on time			-		
Number shifts per day			-		
Hours per shift			-		
Average force on project for week			-		
Men					
Supervision					
Men and trucks under 3 tons					
Men and trucks over 3 tons					
Men and tractors					

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Compaction rollers .....

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Warm		
Tuesday	Warm		
Wednesday	Warm		
Thursday	Warm		
Friday	Warm		
Saturday			

RECEIVED
MAR 29 1962
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
Portland
KENNETH N. FRIDLEY, MEMBER
Wasco
GLENN L. JACKSON, MEMBER
Medford

FLOYD QUERY, SECRETARY
Salem

6037

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
State Highway Engineer
G. S. PAXSON
Deputy State Hwy. Engr.
LEONARD I. LINDAS
Chief Counsel

March 28, 1962

United Pacific Insurance Co.,
Portland Branch Office
627 Board of Trade Bldg.,
Portland 4, Oregon

Gentlemen:

Enclosed is a copy of a contract awarded by the State Highway Commission, the details of which are given below.

We are sending you this copy for your files as you appear as surety on the performance bond furnished by the contractor.

Contract #6037, awarded March 2, 1962, to M. C. Lininger & Sons for the Ashland-Klamath County Line Rock Production Project on the Green Springs Highway in Jackson County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl

cc: United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

RECEIVED
MAR 28 1962

FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

6037

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

March 28, 1962

M. C. Lininger & Sons
P. O. Box 1386
Medford
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #6037, awarded March 2, 1962, for the Ashland-Klamath County Line Rock Production Project on the Green Springs Highway in Jackson County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

RECEIVED
MAR 12 1962
PORTLAND TESTING

COMMISSIONERS
M. T. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

FORREST [redacted]
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

March 9, 1962

M. C. Lininger & Sons
P. O. Box 1386
Medford
Oregon

Gentlemen:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission as follows:

Contract #6037, awarded March 2, 1962, for the Ashland-Klamath County Line Rock Production Project on the Green Springs Highway in Jackson County.

Please execute two of these copies as to contract and bond, and return them to this office for completion. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT.

The third copy of the contract, stamped "ADVANCE COPY to be Retained by Contractor", is furnished for your information pending receipt of a fully executed copy.

The workday count on this contract will begin March 21, 1962.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

cc: L. H. Young
L. R. Chandler
Res. Engineer
Frank Morgan

PS: Just a reminder to have your signatures read the same as your names are given on the Contract and Bond pages. Thank you.

dc

RECEIVED
MAR 5 1962

FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

6037

FORREST COOPER
STATE HIGHWAY ENGINEER

G. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

March 4, 1962

M. C. Lininger & Sons
P. O. Box 1386
Medford
Oregon

Gentlemen:

The State Highway Commission on March 2, 1962, awarded to you State Highway Contract No. 6037 for the following project:

Ashland-Klamath County Line Rock Production Project on the Green Springs Highway in Jackson County.

This award was based on your bid of $23,040.00 which was the low bid submitted to the Commission on February 28, 1962, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

dc

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)

17-8308 Cave Jct. Rock Prod. Proj., 1962
Oregon Caves-Redwood Hwys.
#6038

RECEIVED
JUL 10 1962
FOR FILING
6038

July 9, 1962

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

Your company appears as surety on the performance bond furnished with our contract #6038, awarded to Southern Oregon Crushing Co., for the Cave Junction Rock Production Project on the Redwood and Oregon Caves Highways in Josephine County.

This contract was completed May 30, 1962, and was accepted by the Highway Commission on June 29, 1962. Final payment in the amount of $762.08 will be released to the contractor on or after July 16, 1962. The total contract amount is $25,402.66 and no force account work was performed on the project.

No claims for labor or materials have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: Southern Oregon Crushing Co.,
P. O. Box 246
Medford
Oregon

RECEIVED
JUN 25 1962
FOR FILING

6038

June 25, 1962

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

Your compan, appears as surety on the performance bond furnished with our contract #6038, awarded to Southern Oregon Crushing Co., for the Cave Junction R ck Production Project on the Redwood and Oregon Caves Highways in Josephine County.

Semi-final payment in the amount of $6,859.23 will be released to the contractor on or after July 2, 1962. The retained percentage is $762.08.

No claims for labor or materials have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Southern Oregon Crushing Co.,
P. O. Box 246
Medford
Oregon

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 8, 19 62

Section Cave Junction Rock Production

Kind of work Rock Production

Highway Redwood & Ore.Caves County Josephine

Section prefix 17-8308

Contractor Southern Oregon Crushing Company

Contract number 6038

Date of contract March 2, 19 62

Specified work days 50

Date work started March 12, 19 62

Work days used 42

Project authorization . . . . . $ 27,731.25

Exclusive of engineering . . . . $ 25,759.25

Per cent of time elapsed 84 %

[redacted] cost of completed project, exclusive of engineering . . . . . $ 25,405.56

[redacted] per cent [redacted] underrun . . . . . 1.4 %

Per cent of contract completed, based on estimated cost . . . . . 100 %

Engineering authorization . . . . $ 1,972.00

Engineering cost to date $ 1,600.00, 81.1 %

Date project was completed May 30, 19 62

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
						100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Contractor completed removal of plant and equipment on [redacted] Tuesday, office force completes computations prepares semi-final estimate and mails data to the Division Office.

Second and third notification submitted.

FINAL REPORT

CONSTRUCTION DIVISION
JUN 11 1962
INITIALS CE ACE ACE 49 CCE

Noted
M. N. ...P

NOTED

Signed R. L. Chapman

Address P. O. Box 306, Grants Pass, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			40.83		
Miles partially completed			---		
Miles completed			---		
Total estimated quantities (contract)			8,500		
Total quantities corrected to date			8,790.73		
Estimated quantities moved or placed to date			8,790.73		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					
Men					
Supervision					
Men and trucks under 3 tons					
Men and trucks over 3 tons					
Men and tractors					

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Compaction rollers .....

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	Fair		
Saturday			

RECEIVED
MAR 29 1962
FOR FILING

COMMISSIONERS
M. K. McCLVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

6039

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
LEGAL COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

March 28, 1962

United Pacific Insurance Co.,
Portland Branch Office
627 Board of Trade Bldg.,
Portland 4, Oregon

Gentlemen:

Enclosed is a copy of a contract awarded by the State Highway Commission, the details of which are given below.

We are sending you this copy for your files as you appear as surety on the performance bond furnished by the contractor.

Contract #6038, awarded March 2, 1962, to Southern Oregon Crushing Co., for the Cave Junction Rock Production Project on the Redwood and Oregon Caves Highways in Josephine County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

cc: United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

RECEIVED
MAR 28 1962

FORM E-135

FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

17-8307

6038

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

March 28, 1962

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Southern Oregon Crushing Co.,
P. O. Box 246
Medford
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #6038, awarded March 2, 1962,
for the Cave Jct. Rock Production Project
on the Redwood and Oregon Caves Highways
in Josephine County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

RECEIVED
MAR 12 1962

COMMISSIONERS
M. N. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

March 9, 1962

Southern Oregon Crushing Co.,
P. O. Box 246
Medford
Oregon

Gentlemen:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission as follows:

Contract #6038, awarded March 2, 1962, for the Cave Jct. Rock Production Project on the Redwood and Oregon Caves Highways in Josephine County.

Please execute two of these copies as to contract and bond, and return them to this office for completion. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT.

The third copy of the contract, stamped "ADVANCE COPY to be Retained by Contractor", is furnished for your information pending receipt of a fully executed copy.

The workday count on this contract will begin **March 21, 1962.**

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dg
Encl.

cc: L. H. Young
I. R. Chandler
Res. Engineer
Frank Morgan

RECEIVED
MAR 5 1962
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

6038

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER

G. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

March 2, 1962

Southern Oregon Crushing Co.,
P. O. Box 246
Medford
Oregon

The State Highway Commission on March 2, 1962, awarded to you State Highway Contract No. 6038 for the following project:

Cave Jct. Rock Production Project on the Oregon Caves and Redwood Highways in Josephine County.

This award was based on your bid of $24,650.00 which was the low bid submitted to the Commission on February 28, 1962, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

dc

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)

18-8326 Park Bdry.-Lobert Jct. Rock Prod. Proj., Crater Lake Hwy. 1962

#6039

RECEIVED
AUG 3 1962
FOR FILING

6039

August 3, 1962

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

Your company appears as surety on the performance bond furnished with our contract #6039, awarded to Lee F. Philpott, for the Park Boundary-Lobert Jct. Rock Production Project on the Crater Lake Highway in Klamath County.

This contract was completed on June 19, 1962, but has not as yet been accepted by the Commission. Final payment in the amount of $1,241 01 will be released to the contractor after acceptance by the Commission. The total contract amount is $28,517.41 and no force account work was performed on the project.

You have been previously notified that a claim has been filed against this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Mr. Lee F. Philpott
25 Green Acres Road
Eugene
Oregon

RECEIVED
JUL 27 1962
FOR FILING

6039

July 27, 1962

United Pacific Insurance Company
415 Southwest Tenth Avenue
Portland 5, Oregon

Attention: Mr. E. T. Lynch
Fidelity & Surety Department

Gentlemen:

Your letter of July 26 mentions that you do not have record of a claim filed against Contract No. 6039 awarded to Lee F. Philpott, your Bond No. 115858.

The reason probably lies in the fact that our letter notifying the surety of this claim was sent to the Tacoma office. A copy of that letter dated July 6 is attached.

The status report you received on July 17 stating that no claims had been filed, I am sorry to say was in error.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att.

FQ:fkn

Portland Branch • 415 Southwest Tenth Avenue • Portland 5, Oregon

United Pacific Insurance Company
United Pacific Life Insurance Company
Cascade Insurance Company

July 26, 1962

Oregon State Highway Commission
State Highway Department
State of Oregon
Salem, Oregon

Attention: Floyd Query, Secretary

Re: Our Bond No. 115858 - Lee F. Philpott
Contract No. 6039 in Klamath County

Gentlemen:

We have your letter of July 18, 1962, in which you advise that release of a portion of the funds retained by the Highway Commission on Contract No. 6039 will be made to Lee F. Philpott for the Park Boundary-Lobert Junction Rock Production Project on Crater Lake Highway in Klamath County.

In your letter you further mention that we have been previously notified that a claim has been filed against this contract. We have searched our files and can find no record of having been notified of any claim filed against this contract. As recently as July 17, 1962 we received your reply to our status inquiry on this project, in which it was specifically stated that no liens or claims for unpaid labor or material bills had been filed on this job. In view of this, we shall appreciate it if you will advise us more details regarding the alleged claim filed on this project.

Thank you very much for your cooperation.

Very truly yours

E. T. Lynch

ETL:jm

E. T. Lynch
Fidelity & Surety Department

RECEIVED
JUL 27 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 23 1962
FOR FILING
6039

July 18, 1962

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

Release of a portion of the funds retained by the Highway Commission on contract #6039 will be made to Lee F. Philpott for the Park Boundary-Lobert Jct. Rock Production Project on Crater Lake Highway in Klamath County.

This payment, in the amount of $7,296.40, reduces the retained percentage to 3% of the total amount earned by the contractor or the sum of $843.60. The present payment will be released on or after July 25, 1962.

You have been previously notified that a claim has been filed against this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Mr. Lee F. Philpott
25 Green Acres Road
Eugene
Oregon

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 14, 19 62

Section Park Boundary-Lobert Junction

Kind of work Rock Production

Highway Crater Lake County Klamath

Section prefix 18-8326

Contractor Lee F. Philpott

Contract number 6039

Date of contract March 2, 19 62

Specified work days 55

Date work started May 1, 19 62

Work days used 33

Project authorization $34,003.13
Exclusive of engineering $31,585.13

Per cent of time elapsed 60.00 %

Estimated cost of completed project, exclusive of engineering $29,896.66

Estimated per cent overrun or underrun . . . . . Underrun 7.46 %

Per cent of contract completed, based on estimated cost . . . . . 100 %

Engineering authorization . . . . $ 4.8.00

Engineering cost to date $ 2622.69, 108.47 %

Date project was completed June 19, 19 62

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
—	—	—	—	—	—	100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Semi-Final estimate for this project submitted to the Division Office the end of this week.

Completion Date: June 19, 1962

--FINAL REPORT--

CONSTRUCTION DIVISION
RECEIVED
JUL 17 1962
NOTED: CE ACE ACE COE

NOTED
Bureau of Public Roads

Noted
M. N. Juve

NOTED
C. D. Phillips

Signed W. Reid Merritt

Address P. O. Box 1090 Klamath Falls, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			20.23		
Miles partially completed			20.23		
Miles completed			20.23		
Total estimated quantities (contract)			10,000 Cu.Yds.		
Total quantities corrected to date			10,049.55 Cu.Yds.		
Estimated quantities moved or placed to date			10,049.55 Cu.Yds.		
Average daily quantities			0 Cu.Yds.		
Average daily quantities necessary to complete project on time			0 Cu.Yds.		
Number shifts per day			0		
Hours per shift			0		
Average force on project for week			0		
Men					
Supervision					
Men and trucks under 3 tons					
Men and trucks over 3 tons					
Men and tractors					

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Compaction rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	Clear		
Tuesday	Clear		
Wednesday	Clear		
Thursday	Clear		
Friday	Clear		
Saturday			

RECEIVED
JUL 10 1962
FOR FILING
6039

July 10, 1962

O'Brien & Perkins
Law Offices
Cascade Building
Portland 4, Oregon

Attention: Mr. Clifford D. O'Brien

Gentlemen:

This letter is being used to acknowledge your two letters of July 6 and July 9 received by us respectively on July 9 and July 10 concerning bad checks issued by Cinder Hill Company.

This appears to be in connection with our Contract No. 6039 awarded to Lee Philpott. Your letter of July 9 tells us that the Cinder Hill Company has taken care of the bad checks mentioned in your letter of July 6.

Thank you very much for advising us so promptly of the developments in this situation.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fkn

LAW OFFICES OF
O'BRIEN & PERKINS
CASCADE BUILDING
PORTLAND 4, OREGON

CLIFFORD D. O'BRIEN
ERNEST A. PERKINS

CAPITOL 6-7841

July 9, 1962

State Highway Commission
State of Oregon
Salem, Oregon

Attention: Mr. Floyd Query

Re: Contract No. 6039
Crater Lake Highway

Gentlemen:

This is to advise that as of today the subcontractor on this project, Cinder Hill Company of Prineville, has paid up and satisfied its employees with respect to the bad checks mentioned in my letter of July 6, 1962.

Accordingly, we hereby withdraw our request with respect to the withholding of payments on this contract.

Very truly yours,

Clifford D. O'Brien

Clifford D. O'Brien
Counsel for Hoisting & Portable
Engineers, Local 701

CDO'B*bjr

RECEIVED
JUL 10 1962
OREGON
STATE HIGHWAY COMMISSION

LAW OFFICES OF
O'BRIEN & PERKINS
CASCADE BUILDING
PORTLAND 4, OREGON

CLIFFORD D. O'BRIEN
ERNEST A. PERKINS

CAPITOL 6-7841

July 6, 1962

State Highway Commission
State of Oregon
Salem, Oregon

Attention: Mr. Floyd Query

Re: Contract No. 6039 --
Crater Lake Highway

Gentlemen:

I am writing this letter on behalf of Hoisting & Portable Engineers, Local 701 and employees in the classifications represented by Local 701.

Our information is that the prime Contractor on the project noted above is Lee Philpott, and that Cinder Hill Company of Prineville was subcontractor. Cinder Hill Company is under The Associated General Contractor's standard contract with Local 701.

In connection with the project noted above, Cinder Hill Company recently issued a number of bad checks to employees represented by Local 701. We do not at this time have the details as to the number of employees involved, their names, or the precise amounts of the bad checks involved. However, we wish to notify you of the circumstances and will supply more detailed information as soon as it is available to us.

In the meantime, it is requested that until this matter has been adjusted and the employees whom we represent have been actually paid the rates due them under the predetermined rate schedule and under Cinder Hill Company's agreement with Local 701 further payments on this Contract No. 6039 be withheld by your Commission.

Very truly yours,

Clifford D. O'Brien

Clifford D. O'Brien
Counsel for Hoisting & Portable
Engineers, Local 701

CDO'B*bjr

RECEIVED
JUL 9 1962
FOR FILING

6039

July 6, 1962

United Pacific Insurance Company
P. O. Box 1216
Tacoma, Washington

Attention: Mr. E. I. Atkins

Gentlemen:

A letter has been received from Acme Concrete, 1920 Washburn Way, Klamath Falls, advising that Pacific Paving Company owes them $201 for truck hauling on a rock production job near Chiloquin on Highway 97.

This appears to be in connection with the Lee F. Philpott Contract No. 6039, rock production, Park Boundary-Lobert Junction on the Crater Lake Highway in Klamath County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Mansfield & Company
1975 S. W. 5th Avenue
Portland 1, Oregon

Lee F. Philpott
25 Green Acres Road
Eugene, Oregon

Mr. Glenn L. Jackson

Mr. David B. Simpson

Mr. Forrest Cooper

NOTED ON CARD

CWH:fkn

July 6, 1962

Acme Concrete
1920 Washburn Way
Klamath Falls, Oregon

Gentlemen:

This is to acknowledge receipt of your letter of July 3 stating that Pacific Paving Company hired one of your trucks for hauling and owes you $201 on a rock production job near Chiloquin.

From the description given in your letter, this appears to be in connection with the Lee F. Philpott Contract No. 6039, rock production, Park Boundary-Lobert Junction on the Crater Lake Highway in Klamath County. This contract was completed June 19, 1962, but has not yet been accepted by the Highway Commission.

The United Pacific Insurance Company through Mansfield and Company, 1975 S. W. 5th Avenue, Portland 1, Oregon, furnished the performance bond which is given to assure completion of the contract and payment of all bills incurred in it. If you wish to protect your claim under the bond, the claim should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission.

Attached are excerpts from the Oregon Law outlining the filing procedure. In the interim, this information will be noted in our records, and we will advise the surety and the contractor that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att.

CWH:fkn

NOTED ON CARD
dc

P. O. BOX 66

ACME CONCRETE

CONCRETE SPECIALISTS

QUALITY - SERVICE

KLAMATH FALLS, OREGON

July 3, 1962

Oregon State Highway Dept.
Salem, Oregon

Gentlemen:

We are seeking information concerning a rock production job on Highway 97 near Chiloquin, Oregon. A concern called Pacific Paving Co. of Culver, Oregon, apparently has the job of stockpiling crushed rock at three different stockpile sites in the Chiloquin-Fort Klamath area. The above concern hired one of our trucks for hauling and at the present time owe us the sum of $201.00. We have attempted to contact Pacific Paving Co. by telephone without results.

If possible, we would like to know the name of the General Contractor on above project and the name of the bonding company who are acting as surety for same.

Yours truly,

ACME CONCRETE

J. C. Lemire
Owner

JCL;eg

CC, please check & reply
76

6239

RECEIVED
JUL - 5 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 2 0 1962
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

6127

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

March 28, 1962

United Pacific Insurance Co.,
Portland Branch Office
627 Board of Trade Bldg.,
Portland 4, Oregon

Gentlemen:

Enclosed is a copy of a contract awarded by the State Highway Commission, the details of which are given below.

We are sending you this copy for your files as you appear as surety on the performance bond furnished by the contractor.

Contract #6039, awarded March 2, 1962, to Lee F Philpott for the Park Boundary-Lobert Jct. Rock Production Project on the Crater Lake Highway in Klamath County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

cc: United Pacific Insurance Co.,
Fidelity & Surety Depar tment
P. O. Box 1216
Tacoma 1, Washington

RECEIVED
MAR 28 1962
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

March 28, 1962

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Mr. Lee F. Philpott
25 Green Acres Road
Eugene
Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #6 39 awarded March 2, 1962, for the Park Boundary-Lobert Jct. Rock Production Project on Crater Lake Highway in Klamath County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

RECEIVED
MAR 2 1962
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN, PORTLAND
KENNETH N. FRIDLEY, MEMBER, WASCO
GLENN L. JACKSON, MEMBER, MEDFORD

FLOYD QUERY, SECRETARY, SALEM

6039

FORREST COOPER
STATE HIGHWAY ENGINEER

G. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

March 9, 1962

Mr. Lee F. Philpott
25 Green Acres Road
Eugene
Oregon

Dear Sir:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission as follows:

Contract #6039, awarded March 2, 1962, for the Park Boundary-Lobert Jct. Rock Production Project on the Crater Lake Highway in Klamath County.

Please execute two of these copies as to contract and bond, and return them to this office for completion. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT.

The third copy of the contract, stamped "ADVANCE COPY to be Retained by Contractor", is furnished for your information pending receipt of a fully executed copy.

The workday count on this contract will begin **March 21, 1962.**

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

cc: L. H. Young
Dean Swift
Res. Engineer
Frank Morgan

PS: Just a reminder to have your signature read the same as your name is given on the Contract and Bond pages. Thank you.

dc

RECEIVED
MAR 5 1962
FOR FILING

COMMISSION
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

14-2-12
6029

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

March 2, 1962

Mr. ~~Lee F~~ Philpott
25 Green Acres Road
Eugene
Oregon

Dear Sir:

The State Highway Commission on ~~March 2, 1962,~~ awarded to you State Highway Contract No. ~~6029~~ for the following project:

Park Boundary-Lobert Jct. Rock Production Project on the Crater Lake Highway in Klamath County.

This award was based on your bid of ~~$29,600.00~~ which was the low bid submitted to the Commission on ~~February 28, 1962~~, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

sc

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)

I-5-4(46) McKenzie River-Willamette River Sec., Pacific-Eugene-Springfield Hwys. 1962
193
#6040

RECEIVED
APR 15 1964
FOR FILING

April 15, 1964

American Surety Co.,
600 Yeon Bldg.,
Portland 4
Oregon

Gentlemen:

A post-final payment for $252.72 will be made to Solomon Aichele, on contract #6048 for roadside improvement on the McKenzie River-Willamette River Section of Pacific Highway in Lane County, as soon as the warrant is prepared.

The total amount paid on this contract will be $65,441.56, including the post-final payment. No force account work was performed on this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Mr. Solomon Aichele
11360 SE Stevens
Portland 66, Oregon

cc: C. H. Maisen
Attn.: John Herr

RECEIVED
MAR 26 1964
FOR FILING

6040

March 25, 1964

American Surety Co.,
Portland Office
600 Yeon Bldg.,
Portland 4, Oregon

Gentlemen:

Contract #6040 awarded to Solomon Aichele, for roadside improvement on the McKenzie River-Willamette River Section of Pacific Highway in Lane County, was completed on April 30, 1963, and accepted by the Highway Commission on March 24, 1964.

Final payment, in the amount of $4,557.01 will be released to the contractor after April 1, 1964. The total contract amount is $65,188.84. No work was performed under force account.

You have previously been advised that a claim has been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Mr. Solomon Aichele
11360 SE Stevens
Portland 66, Oregon

cc: L. N. Young
C. H. Maison
Attn.: John Herr

RECEIVED
MAR 25 1964
FOR FILING

March 24, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed April 30, 1963 on Contract No. 6040. The contract was with Solomon Aichele and was for roadside improvement on the McKenzie River--Willamette River Section of the Pacific Highway in Lane County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective March 24, 1964, and that you concur in this procedure at the Commission meeting on April 23.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

LPS:ajw bbc

RECEIVED
MAR 5 - 1964
FOR FILING

March 5, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith are three copies of Materials Report, Form PR-47, as prepared by our engineer on Contract No. 6040, McKenzie River-Willamette River Section, in Lane Co., Federal Project No. I-5-4(45)193, I-105-4(106)195.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:jb

Enc.

FORM E-1 (REV. E-63)

OREGON STATE HIGHWAY DEPA[illegible]MENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER		WEEK ENDING: Feb. 29, 1964
SECTION	McKenzie River-Willamette R.	SECTION PREFIX 620-1080
HIGHWAY	Pacific	COUNTY Lane
NAME OF JOB	McKenzie River-Willamette River	KIND OF WORK Roadside Improvement
CONTRACTOR	Solomon Aichele =	CONTRACT NUMBER 6040
		FEDERAL AID PROJECT NUMBER I-5-4(45)193
DATE OF CONTRACT	Mar. 2, 1962	DATE WORK STARTED Jun. 13, 1962
		ESTIMATED COMPLETION DATE April 30, 1963 (original plant Feb. 20, 1964 (Replanting)
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 0		SPECIFIED WORK DAYS 130
		WORK DAYS USED 124
Total PROJECT AUTHORIZATION:	.75,416.44	Total ENGINEERING AUTHORIZATION .5,416.93
		PERCENT OF TIME ELAPSED 95.38
EXCLUSIVE OF ENGINEERING:	.70,189.19	ENGINEERING COST TO DATE .5,846.64
		PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING:	.65,188.84	PERCENT OF AUTHORIZATION 107.93%
		100.
ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN	7.124 %	DATE PROJECT WAS COMPLETED: April 30, 1963 (original planting) Feb. 20, 1964 (replanting)

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED	(Topsoil)				
TOTAL ESTIMATED QUANTITIES (CONTRACT)	3,150 c.y.				
TOTAL QUANTITIES CORRECTED TO DATE	7,890				
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	7,890				
AVERAGE DAILY QUANTITIES	0				
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME	0				
NUMBER OF SHIFTS PER DAY	0				
HOURS PER SHIFT	0				

EQUIPMENT USED DURING THE WEEK:

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY	fair		
MONDAY	partly cloudy		
TUESDAY	fair		
WEDNESDAY	fair		
THURSDAY	fair		
FRIDAY	rain		
SATURDAY			

NOTED
JOHN R. OAKES

CONSTRUCTION DIVISION
RECEIVED
MAR 2 1964

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK	
SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	Mr. Rulien was in office and through project.
FRIDAY	
SATURDAY	

REMARKS

1 man in office all week on semi-final estimate which will be submitted on Monday, March 2, 1964.

This will be the last weekly report.

NOTED
[illegible] R. PARKER

SIGNED H. E. Mayfield

ADDRESS 2141 E. 15 Ave. Eugene, Oregon

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

RECEIVED
FEB 24 1964
FOR FILING

Salem, Oregon
February 24, 1964

Mr. F. D. Morgan
Construction Engineer
O F F I C E

This is to advise you that work was completed on April 30, 1963, on Contract No. 6049, McKenzie River-Willamette River Section, in Lane County.

We request that your office return a signed copy of this letter indicating acceptance of the contract work, or listing any conditions below which would prevent acceptance of the project by the Highway Commission.

Third Notification, as of February 20, 1964, has been received. This indicates completion by the contractor of all replanting work.

L. H. Young
Office Engineer

DBP:bb

Construction Division
Office Endorsement

Date:_____

Conditions noted on above date:

Construction Engineer

RECEIVED
JUN 10 1963
FOR FILING
T-4(10)113
6040

June 6, 1963

Ferris Quality Nursery
Box 655
Newport, Oregon

Attention: Mr. Warren Ferris

Gentlemen:

Thank you for your letter of June 3 informing us that the nursery stock which you furnished to Aichele Landscaping Company was on the Interstate Highway No. 5 between the Halsey Interchange and Eugene.

From the description in your letter, this appears to be in connection with the Solomon Aichele Contract No. 6040, roadside improvement on the McKenzie River-Willamette River Section of the Pacific Highway in Lane County.

The American Surety Company through the Portland Office, 600 Yeon Building, Portland 4, furnished the performance bond which is given to assure completion of the contract and payment of all bills incurred in it.

Your letter of May 28 to this office stated that Aichele Landscaping Company has an outstanding account with you in the amount of $183.

This information will be noted in our records and we will advise the surety and the contractor of the receipt of your letter.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

MAILED ON CARD
tc

CWH:fkn

June 6, 1963

American Surety Co. of New York
600 Yeon Building
Portland 4, Oregon

Attention: Mr. David A. Lewis
Assistant Manager

Gentlemen:

We have received a letter dated June 3 from Ferris Quality Nursery, Box 655, Newport, advising that Aichele Landscaping Company owes them $183 for nursery stock.

From the description in their letter, this appears to be in reference to the Solomon Aichele Contract No. 6040 for roadside improvement on the McKenzie River-Willamette River Section of the Pacific Highway in Lane County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

CWH:fkn

cc Solomon Aichele
11360 S. E. Stevens
Portland 66, Oregon

NOTED ON CARD
dc

Ferris Quality Nursery

FOREST SEEDLINGS NATIVE PLANTS
BOX 655 - NEWPORT, OREGON - TEL. AMHURST 5-5590

June 3, 1963

#6040

Mr. Floyd Query
Oregon State Highway Com.
State Highway Building
Salem 10, Oregon

Dear Mr. Query

Thank you for your letter of May 29th re. Richele Landscaping Co.

I am sorry I was not more specific. The job was on interstate #5 between the Halsey interchange and Eugene.

If you will kindly let me know the correct number and bonding Company I will try to follow your directions.

Very truly yours
Warren Ferris

NOTED
C. W. HEAD

RECEIVED
JUN 3 - 1963
FOR FILING

May 29, 1963

Ferris Quality Nursery
Box 655
Newport, Oregon

Attention: Mr. Warren Ferris

Gentlemen:

This is in reply to your letter of May 28 informing us that Aichele Landscaping Company of Portland has an outstanding account with you, in the amount of $183, for furnishing nursery stock for landscaping on the freeway near Eugene.

From the description in your letter we are unable to ascertain the job on which you furnished the nursery stock, as Solomon Aichele has two contracts in the vicinity of Eugene, as follows:

Contract No. 6040 - Roadside improvement on McKenzie River-Willamette River Section of Pacific Highway, Lane County. American Surety Company - surety
Portland Office, 600 Yeon Building, Portland 4, Oregon.
(This contract completed April 30, 1963, but not yet accepted by the State Highway Commission.)

Contract No. 6215 - Roadside improvement on Judkins Point-Goshen Section of Pacific Highway, Lane County.
Fireman's Fund Insurance Company - surety
R. E. Morehead, Agent
900 Board of Trade Building, Portland 4, Oregon
(This contract approximately 30% complete.)

The surety companies on these contracts have furnished the performance bonds which are given to assure completion of the contracts and payment of all bills incurred in them. The State does not make payment of claims, but looks to the prime contractor and the surety for such payment.

If you wish to protect your claim under the bond, the claim should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission. Attached are excerpts from the Oregon laws outlining the filing procedure.

Very truly yours,

NOTED ON CARD

Secretary
OREGON STATE HIGHWAY COMM.

CWH:jmc

P.S. Please notify us the contract on which you furnished the nursery stock.

Ferris Quality Nursery

FOREST SEEDLINGS NATIVE PLANTS
BOX 655 - NEWPORT, OREGON - TEL. AMHURST 5-5590

May 28, 1963

Office of the Secretary
State Highway Commission
Salem,
Oregon.

Dear Sir:

I have an outstanding account against the Aichele Landscaping Company of Portland, Oregon in the amount of $183.00, which is past due since February, 1963.

This outstanding account is for Nursery stock supplied to them for Freeway landscaping on the freeway near Eugene, for the Highway Department.

It is my understanding that I should petition you for a lein against the Aichele Landscaping Company's future bids for payment of this account.

Any assistance from you in this effort will be sincerely appreciated.

Yours very truly,
Warren Ferris

Warren Ferris
Ferris Quality Nursery

WF.s

NOTED
C. W. HEAD

RECEIVED
MAY 2) 19 63
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 28 1962
FOR FILING

Salem, Oregon
September 27, 1962

Increase in Authorization

H. L. Mayfield
Resident Highway Engineer
O F F I C E

This is to advise you that at its meeting on September 20, 1962, the State Highway Commission approved an increase of $18,000.00 in project authorization on Contract No. 6040, McKenzie River-Willamette River Section, Roadside Improvement in Lane County.

The new total construction authorization is $75,603.63. This amount should be used in all future reports.

L. H. Young
Office Engineer

DBP:sp
cc: L. R. Chandler

RECEIVED
SEP 19 1962
FORM E-203—3000—8-58
FOR FILING
6040

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 18, 1962

SUBJECT: McKenzie River-Willamette River Sec.
Roadside Improvement
Contract #6040

To:
L. R. Chandler
Division Engineer
P. O. Box 1128
Roseburg, Oregon

A resident, I believe his name is Sprayer, who lives on the northerly side of the "Q" Street leg has protested that we are not planting a screen opposite his property. Planting now ends at Station 106 and there is a gap between that point and Station 111+50 where another planting begins.

Accordingly, you are authorized to negotiate a price agreement with the contractor to furnish an additional 100 Incensecedar (Libocedrus decurrens) to be planted between Stations 106 and 111+50. It will furnish 100 trees approximately 10 feet apart in two rows.

F. D. Morgan
Construction Engineer

MHA:ls

cc G. S. Paxson
M. H. Astrup

RECEIVED
SEP 17 1962
STATE

RECEIVED
SEP 7 1962
FOR FILING

6040

September 6, 1962

Oregon State Highway Commission

Gentlemen:

It is now evident that Contract 6040, the roadside improvement project between the McKenzie River and the Willamette River on Interstate 5 in Lane County, will substantially overrun.

There are two basic causes for this overrun; the need for a considerable amount of topsoil that was not originally anticipated and the need for constructing a screen of plantings to insulate the "Q" Street freeway from adjacent residential property. This screen planting was not a part of the original contract but it was deemed best to include it rather than to do it under separate contract. The original project authorization was $57,606, and it now anticipated that the project will cost $75,400. This amounts to an overrun of approximately $18,000 or about 31 percent.

The matter will be on the agenda for the September 20 Commission meeting and I request your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
R. L. Porter
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

RLP:ajw FC:fn

FORM E-30 50M 6-61 36681

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 31, 1962

SUBJECT: Overrun of Project Authorization
McKenzie River-Willamette River Section
Pacific Highway
Contract No. 6040

To:
Mr. R. L. Porter
Assistant State Highway Engineer
BUILDING

Attached is a Report on Expected Overrun of Project Authorization on Contract No. 6040, the McKenzie River-Willamette River Roadside Improvement project on the Pacific Highway in Lane County. This project is under contract to Solomon Aichele of Portland.

The original project authorization was $57,605.63. The present anticipated cost is $75,426.21, indicating an overrun of $17,820.58 or 30.94 per cent.

The major reason for the overrun is the addition of some 5,000 cubic yards of topsoil at the original bid price, valued at $15,000, due to the need for topsoil in areas not shown on the plans. A Price Agreement for the work has been approved by the Bureau of Public Roads. There is also an order for extra screen planting along the "Q" Street Route, the obligation for which was established by a letter from the Governor's office.

It is recommended that the project authorization be increased by $17,820.58, from $57,605.63 to $75,426.21.

A rough draft to the Commission is attached.

F. D. Morgan
Construction Engineer

By
F. B. Klaboe
Assistant Construction Engineer

CHB:fp
Enc.

RECEIVED
SEP 4 - 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 20 1962
FOR FILING

Form No. 2-BHC 2000-7-59

OREGON STATE HIGHWAY DEPARTMENT

Report on Expected Over-run of Project Authorization

Project Name McKenzie River-Willamette River Date Aug. 21, 19 62

Highway Pacific Contract No. 6040

County Lane Kind of Work Roadside Improvement Contractor Solomon Nicholo

Contract Amount $ 51,205.00

Expected over-runs and under-runs in contract items: Quantity Unit Price Amount

Major items, itemized: NONE

Minor items, unitemized algebraic total NONE

Subtotal $ ~~51,205.00~~ 0

Approved work orders (Price, extra work and state force orders) P.O. #1 & P.O.A. #2 $ 16,500.54

Expected over-runs and under-runs in work orders: Amount

Major items, itemized: NONE

Minor items, unitemized algebraic total NONE

Subtotal $

Authorization for engineering $ 4,096.40

Expected over-run or under-run of engineering authorization $ 1,320.04

Costs not included above (explain) $

Allowance for future contingencies (_____% of work remaining) $ 2304.23

Credits to come from transfers and deductions $

Present estimate of project cost 75,426.21 $ ~~73,121.98~~

Brief Statement of principal causes of over-run:

Additional topsoil required in addition to that shown on plans. Additional planting and screening required as per obligation from Governor's office of June 5, 1959.

INSTRUCTIONS

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

		Space to right of this line is for use of Salem office.
Project authorization	$ 57,605.63	57,605.63
Present estimate of project cost	$ 73,121.98	75,426.21
Expected over-run (Amount)	$ 15,516.35	17,820.58
Expected over-run (per cent)	26.94	30.94%

Submitted by: H. E. Mayfield (C.) Resident Engineer

Confirmed by: _____ Division Engineer

Noted by: _____ Construction or Bridge Engineer

Noted by: _____ Deputy or Assistant State Highway Engineer

State Printing 86719

RECEIVED
AUG 1 1962
FOR "FILING"

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 31, 1962

SUBJECT: Topsoil Requirements
McKenzie-Willamette River
Roadside Improvement Contract

To: L. R. Chandler
Division Engineer
P. O. Box 1128
Roseburg, Oregon

The contractor for the subject job has protested the specifications relating to topsoiling. He contends that his bid was based on the assumption that soils in planting areas not specified for topsoiling were satisfactory. Therefore, if topsoil was considered necessary in other locations, he should be paid for the amounts required. It is believed his interpretation has merit and future contracts will be changed to remove this ambiguity.

The question has been discussed with Mr. W. R. Grafe, Area Engineer, Bureau of Public Roads; and he agrees that, in the interest of good contract administration, it would be best to cover the over-run with a price agreement rather than having the contractor submit a claim later.

It is estimated that the over-run will be approximately 5300 cu. yds. This anticipates a six-inch cover over ground cover planting areas and includes a 20 percent shrinkage factor.

Please initiate action to cover this over-run by a price agreement.

F. D. Morgan
Construction Engineer

cc W. R. Grafe
M. H. Astrup
R. L. Porter

RECEIVED
AUG 1 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

RECEIVED
JUL 1962
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 20, 1962

To: Mr. L. R. Chandler
Division Engineer
State Highway Department
Roseburg, Oregon

SUBJECT: Screen Planting on "Q" Street
McKenzie River-Willamette River Section
Roadside Improvement
Contract No. 6040

Attached is a rough draft of a Price Agreement made up by our Landscape Section for the construction of a sound screen along "Q" Street between the freeway and Coburg Road on this project. The obligation for this work was established by a letter from the Governor's office dated June 5, 1959, two copies of this letter being attached.

Also, we are sending one copy of the plan for this work as prepared by our Landscape Division. This work has been discussed with and tentatively approved by the Area Engineer for the Bureau of Public Roads.

F. D. Morgan
Construction Engineer

By C. H. Baker

C. H. Baker
Assistant Field Construction Engineer

CHB:bjh
Attachments

cc: R. L. Porter
Mark Astrup

RECEIVED
JUL 23 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

RECEIVED
JUN 12 1962
FOR FILING

6040

June 11, 1962

Mrs. C. E. Ivey
100 Rustic Place
Eugene, Oregon

Dear Mrs. Ivey:

Reference is made to your letter of May 24 which was addressed to Governor Hatfield, a copy of which was furnished to me.

The Highway Department has at this time a roadside improvement project under contract between the McKenzie River and the Willamette River along Interstate Route 5. This project also includes planting along the "Q" Street entrance to Eugene. Whatever is necessary to take care of the shrubbery screen along "Q" Street will be handled as a part of this work. Shrubbery must be planted at the proper time of the year. It is probable that this particular planting will be made this fall.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

cc Governor Mark O. Hatfield
Mr. Forrest Cooper
Mr. R. L. Porter

FORM E-30X—50M—11-61—40231

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 6, 1962

To: MEMO TO THE FILES

SUBJECT: McKenzie River-Willamette River Section
Roadside Improvement
Contract No. 6040

Reference is made to the portion of this project located northerly of the "Q" Street extension between Coburg Road and the "Q" Street Interchange.

We have a commitment to provide a planting through the area that will effectively baffle the noise created by vehicles using the roadway. This commitment was made back in 1959 and came from the Governor's office. We do have a planned arrangement of plantings through this area in this contract. It is not expected that these plants will be placed until sometime this fall. I have checked the arrangement as shown on the plans with the right of way map and it appears to me that there may be a need for increasing or extending the planting proposed in order to provide the baffle required.

Mr. Astrup has been instructed to make a careful check of the proposal and to report to this office any extensions or increased plantings that may be required to serve the purpose.

F. D. Morgan
Construction Engineer

By F. B. Klaboe
F. B. Klaboe
Assistant Construction Engineer

NOTED
R. L PORTER

FBK:bjh

cc: R. L. Porter
Mark Astrup

RECEIVED
JUN 7 1962
OFFICE OF
STATE HIGHWAY ENGINEER

May 24, 1962

Office of the Governor
State Capitol
Salem, Oregon

I am writting in regard to the 'Q' St. Exit into Eugene. A promise was made on May 30th, 1959, to the residents of the area that a thirty-foot wide screening type planting would be provided along the highway shoulder. This would act as a buffer and shield against the ever increasing highway traffic noise. The residents whose homes are adjacent to the highway are under terrific strain from the constant noise. In addition to this, property values have unquestionably been affected. Could anything possibly be done about the logging truck muffler regulations? The trucks are, by far, the most offensive, as they shift gears to pick up speed along this particular stretch. The planting would be very desireable to both the home owners and to visitors to our area. We, therefore, are all hopeful that the planting might be carried out as soon as possible 'as promised'.

NOTED
R. L PORTER

Sincerely,

Mrs. C. E. Ivey

Mrs. C. E. Ivey
100 Rustler Place
Eugene, Ore.

Post for

tel

cc: Mr. Forrest Cooper; Oregon State Highway Commission, Salem

RECEIVED
MAY 23 1962
FOR FILING

I-4(4)93
6040

May 22, 1962

Mr. and Mrs. A. F. Kauffmann
2720 Country Lane
Eugene, Oregon

Dear Mr. and Mrs. Kauffmann:

We have a copy of your letter, dated May 16, to Governor Hatfield concerning the planting along the highway from the "Q" Street Interchange to Coburg Road. We have had numerous other letters concerning this and for your information I attach a copy of our reply to these letters.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

GSP:ms
attach.

cc Mr. Forrest Cooper

ann kauffman

May 16, 1962

Copy

Governor Mark O Hatfield
Office of the Governor
State Capitol
Salem, Oregon

Dear Governor Hatfield:-

We are still awaiting the planting of a screen type hedge of trees or shrubs on the roadway slope to the "2" St exit which was promised the residents on Country Lane in Eugene in your letter to Mrs. Jaworski on 6/5/59.

We have been patiently expecting these plantings for sometime now but inasmuch as nothing has been done along these lines the residents are banding together to see that action is taken.

May we expect the cooperation of your Commission without further delay.

Thank you.

Sincerely yours

Mrs A. A. Kauffman
2720 Country Lane, Eugene

copy: Mr Forrest Cooper
State Hwy Comm.
Salem

Mrs. A. A. Kauffman
2720 Country Lane, Eugene

May 14, 1962

Mrs. Harold C. Carver
2788 Country Lane
Eugene, Oregon

Mr. and Mrs. John J. Snicale
2644 Sorrel Way
Eugene, Oregon

Mr. Harold H. Berg
2532 Sorrel Way
Eugene, Oregon

Mr. and Mrs. Fred L. Carter
15 Rustic Place
Eugene, Oregon

Ladies and Gentlemen:

We have received letters from several residents in the vicinity of the highway between the "Q" Street Interchange and Coburg Road concerning the planting of a shrubbery barrier northerly of the highway. This barrier is under contract and planting will be done this season. We are using the fastest growing shrubs that are available and, primaipally, those that retain their leaves over winter. The planting of shrubbery is something that has to be done at the proper time of year and it is doubtful that successful planting can be done until this fall. In any event, our contract provides that all of the work in this barrier planting shall be completed this year.

We have also received complaints that rats are im\esting some blackberry bushes on and along our highway. We have given orders that all blackberry bushes on our right of way will be cleaned out immediately.

We appreciate the concern of the residents of this area but must point out that the highway route was established and most of the right of way purchased prior to the laying out of the subdivisions along the route, and it seems evident that the subdividers and the purchasers of property should have been acquainted with the situation.

We do assure you that we will do the best job of planting that we can in an attempt to improve the situation.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

GSP:ma
cc Mr. Forrest Cooper

15 Thurston Place
Eugene Oregon
May 7, 1962

Mr. Joseph Cooper
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Cooper:

As residents of Eugene immediately adjacent to the Coburg Interchange we are concerned about the value of our property since the road was planned. Since you have promised the governor that a 60 foot wide access right of way will be provided to obtain the property from the adjoining owners to build the interchange we feel that this should be done as soon as possible. Many of the property owners have already installed sufficient solid fence to prevent the passage of livestock. Because of this we feel that the state should not delay the purchase of the property any longer.

We are particularly concerned about the value of our property, as we will eventually want to move from Eugene.

Please give our request your serious consideration as soon as possible.

Sincerely

Mr. & Mrs. Jack A. Carter

NOTED

Parson

① Jan 9, 1962

2644 Lorella Way
Eugene, Ore.

Dear Frp. O. Parker:

We are enclosing a copy of the letter we are sending to Governor Hatfield today.

In case you are not familiar with the letter sent from the Governor's office on June 5, 1959, I will copy a paragraph from it which says —

"The Commission also stated that it would establish a semen-type

planting of some 30 feet in width between the fence and the edge of the Roadway Slope, which will be of considerable benefit in screening the Highway from Residential yards.

Where is our planting, Mr. Cooper? It has been three years and we are getting most impatient. Very strong words could be used to describe the racket that fills our once peaceful neighborhood 24 hours a day. We want that planting!!

Sincerely yours,
John J. Smidale
Jean N. Smidale

2532 Sorrel Way
Eugene, Oregon
May 7, 1962

Mr. Forrest Cooper
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Cooper:

As one of the residents living near the "Q" Street Exit, I am writing to you regarding a promise that was made to all of the people living along this four-lane highway.

It seems reasonable to expect that since June 5, 1959, you have had sufficient time to carry out the promise of a 30-foot wide screen-type planting to alleviate the unbearable noise and distraction caused by the movement of traffic.

Because you found it necessary to put the highway in the backyards, the least the Commission can do is help protect the values of the people, who are also supporting the highway program.

There is also a health problem to consider - the rats are multiplying and creating a hazzard by living in the blackberry briar patches along the right-of-way. This, also, should be taken care of as has been indicated.

As a reference, please refer to letter written to A. R. Javorski from the Governor's office.

Very truly yours,

Harold H. Berg

Harold H. Berg

CC:
Governor Mark O. Hatfield
Salem, Oregon

RECEIVED
MAY - 9 1962
OREGON
STATE HIGHWAY COMMISSION

May 4, 1962
2788 Country Lane
Eugene Oregon

Mr. Forrest Cooper
Oregon State Highway Commission
Salem, Oregon

I am writing for information to find out when the planting of a 30 foot wide screen-type between the fence and the edge of the roadway slope will be put in for the residents along Country Lane in the new area of Eugene. This is regarding the "Q" street exit into Eugene.

Due to the delay and completion of this project this area has become infested with rats.

If you wish further confirmation get in touch with Mr. Donald Dicky of Lane County Health Department.

We ask your help in this long delayed project.

The promise of this was made by Governor Hatfield on May 30th, 1959.

Very truly yours,

Mrs. Harold C. Carver

RECEIVED
MAY 7 - 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 16 1962
FOR FILING
I-5-4(11) 192
6040

May 14, 1962

Honorable Mark O. Hatfield
Governor of Oregon
State Capitol Building
Salem 10, Oregon

Dear Governor Hatfield:

I am enclosing a suggested draft of a letter to Mrs. Ray C. Borger, following your letter of acknowledgment to her of May 2, concerning the nuisance from the noise on the "Q" Street Interchange to Coburg Road Section near Eugene. I note that you have letters from other residents in this neighborhood, of which we have received copies, and it is suggested that the same letter be sent to these other residents. Specifically, we have copies from the following:

Mr. Harold H. Berg
2532 Sorrel Way
Eugene, Oregon

Mrs. George Woodrich
2762 Homestead Place
Eugene, Oregon

Mrs. Katharine R. Ross
2500 Sorrel Way
Eugene, Oregon

Mrs. R. L. Wiehrdt
2928 Country Lane
Eugene, Oregon

Mrs. Richard Richards
45 Rustic Place
Eugene, Oregon

Mr. and Mrs. H. W. Frazier
2839 Country Lane
Eugene, Oregon

Mr. and Mrs. John J. Sricale
2644 Sorrel Way
Eugene, Oregon

This apparently is a community project. While I have every sympathy with their problems, they should have had opportunity to know the situation before acquiring their property.

Very truly yours,

Forrest Cooper
State Highway Engineer

Encl.
cc G. S. Paxson - with Enc.
Victor D. Wolfe

CSP:ms fn

May 14, 1962

Mr. Donald C. Dickey
Eugene Rodent Control Officer
City Health Department
1116 Willamette Street
Eugene, Oregon

Dear Mr. Dickey:

Reference is made to your letter of May 8 concerning blackberry bushes on the north side of the freeway exit to Eugene via the Ferry Street Bridge.

We will take immediate steps to clean up any of the bushes that are upon our right of way. It is very probable that there are other areas off the highway right of way which are also overgrown with the bushes.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Fuzzon
Deputy State Highway Engineer

GSFrms
cc Mr. Forrest Cooper
Mr. Tom Edwards (with copy of Mr. Dickey's letter)
Mr. L. R. Chandler " " " " " "

JOHN J. McGINTY, MAYOR
R. A. FINLAYSON, CITY MANAGER

ELLIS RACKLEFF, DAIRY SPECIALIST
TELEPHONE DI 4-4261

CITY OF EUGENE

HEALTH DEPARTMENT
1116 WILLAMETTE STREET
EUGENE, OREGON

May 8, 1962

Mr. Forrest L. Cooper
State Highway Commission
Salem, Oregon

Dear Mr. Cooper:

Your local State Highway Department personnel have stated that weed control for the area north of the Willamette River is handled from the Salem area office. Therefore, I felt that sending this request directly to you would be the best way to get it to the proper person.

For the past year we have had a problem of rats harboring and breeding in the blackberry bushes on the north side of the Freeway exit to Eugene via the Ferry Street Bridge. The area in which the briars are growing is between the Freeway exit and the property on the south side of Country Lane. We have done considerable rat control in the area by using poisoned baits. Frequent baitings tend to keep the rats down, but this does not eliminate the harbor and breeding area.

The City of Eugene Code, Section 22.19, requires owners or agents of the owner to remove weeds, brush, etc., except ornamental plantings at least twice each year, once before June first and again before August first. Section 37.8 states that it is unlawful for any person in charge of any premises in the City to allow conditions to exist thereon which attract, feed or harbor rats.

With the City of Eugene Code requirements in mind we would appreciate your cooperation in getting these briers cut and removed from this area.

I am enclosing a copy of a letter from Mr. Warne Nunn to a Mr. Javorski and a copy of a letter from Mrs. Ray C. Borger to Governor Mark Hatfield relative to this area in order that you will be aware of the exact area described above.

The 30 foot screen-type planting mentioned in Mr. Nunn's letter would not conflict with City Code requirements. The willows and other trees which now act as a partial screen do not conflict with the City Code.

Your early cooperation in getting this briar patch removed will be much appreciated.

Very truly yours,

Donald C. Dickey

Donald C. Dickey
Eugene Rodent Control Officer

DCD:pj

45 Rustic Place
Eugene, Oregon
May 9, 1962

His Excellency
The Governor of Oregon
Salem, Oregon

Dear Governor Hatfield:

With the coming of the summer season, I am reminded of a promise made by your office three years ago to the residents in the area just north of Highway 105 at the entrance of Eugene.

At a meeting you attended there in May 1959, you said a thirty feet wide planting strip would be installed along the highway to screen, to some extent, the noises of traffic. This statement was confirmed the following week in a letter from Mr. Nunn of your office.

I myself felt sure that when the bridge was opened most of the traffic noise would cease, but as far as I can see... and hear..., there is just as much traffic now as previously, including the big trucks.

I understand that property owners who have been able to "unload" have done so at a loss and a trip up Country Lane or any of the adjoining streets shows "For Sale" signs that have been up for several months.

If the planting were done right now, even if the trees were small, the owner could point them out to a prospective buyer as a future partial solution to the noise problem.

Please urge the highway department to get at this right away so we can once again enjoy a quiet barbecue on our own patio or sell before the summer is past.

Very truly yours,

Marjorie Richards

(Mrs.) Richard Richards

cc:
Mr. Forrest Cooper
Oregon State Highway Commission
Salem, Oregon

RECEIVED
MAY 11 1962
OREGON
STATE HIGHWAY COMMISSION

Copy

May 9, 1962
2644 - Sorrel Way
Eugene, Ore.

(1)

Dear Governor Hatfield:

Please note the above address — we live one block north of the A. K. Javorski residence, on Country Lane, where on May 30, 1959, you promised to put in a 30 foot wide planting along the highway (& St. exit) to buffer this area from the highway noise.

To date we have but one equivocal promise, and much noise, which will undoubtedly increase when the Lane County Health Dept. eradicates the blackberry bushes now growing between the

the highway and the houses - & this eradication is necessitated by the growing number of rats living there.

We want the planting you promised, and we want it now! We think three years is long enough to wait.

You should see the number of houses "FOR SALE" back on Country Lane. And they can't sell even the most beautiful home when the residents have to live in a sea of traffic noises. Even here, a block away, the big trucks are so loud that

COPY. (3)

stir two semi-blind children wake up screaming at night when a particularly noisy one frightens them out of their sleep.

In your letter of June 5, 1959 to Mr. Tavorski you again said the planting would be established. We understand that a letter such as this is a binding legal contract.

Again — we want that planting !! Now !!

Sincerely yours,
John J. Sinicale
Frank D. Sinicale

9 May 1962

The Honorable Mark O. Hatfield
Governor
State Capitol
Salem, Oregon

Dear Governor Hatfield:

We are writing in reference to Eugene's "Q Street Exit". It has become a heavily traveled "highway", an eye-sore, and a health menace -- rats are in abundance, and surely detrimental to residents of our beautiful Country Lane area.

You are, no doubt, aware of the fact that the Oregon State Highway Commission has stated that it would establish a screen-type planting of at least thirty feet in width between the fence and edge of roadway slope. Three years have elapsed and no action has been taken to date.

Give this matter your careful consideration, and please instigate immediate activity on above proposed project.

Yours truly,

Mr. & Mrs. H.W. Brazier
2839 Country Lane
Eugene, Oregon

cc: Forest Cooper,
OSHC, Salem.

Paxson

RECEIVED
MAY 10 1962
OFFICE OF
STATE HIGHWAY ENGINEER

CC: Mr. Forrest Cooper
Oregon State Highway Commission
Salem, Oregon

May 8, 1962

C
O
P
Y

Mark O. Hatfield, Governor
State Capitol
Salem, Oregon

Dear Sir:

Six months ago we purchased property on Country Lane. This property borders the Q Street Exit into Eugene.

The heavy growth of blackberry bushes on the State Highway property adjoining ours, we feel constitutes a health hazard as it is an ideal breeding ground for vermin. The State Highway fence is too low at this point to be of any advantage and has allowed transients from the highway to trespass freely on our property.

It is our understanding that something is to be done about this situation with regard to the State placing a 30 foot wide screen type planting along the highway shoulder as a buffer to shield the area from the increasing highway traffic as well as giving it a good clean-up to eliminate the other undesirable features.

I would certainly like to know when we can expect to receive some action to correct this problem and would like to ask that it be brought to the attention of the proper parties as soon as possible.

Very truly yours,

Ruth Wiehrdt

(Mrs.) R. L. Wiehrdt
2928 Country Lane
Eugene, Oregon

2500 Sorrel Way
Eugene, Oregon
May 7, 1962

Governor Mark O. Hatfield
State Capiton Building
Salem, Oregon

Dear Sir,

I am a resident of Eugene whose home has been adversely affected by the "Q" Street access route into the city from the State Freeway.

While the highway has turned the kind of outdoor living we enjoyed for three years before it was built into a noisy, tension building situation, the promised planting should be of some help. May I call to your memory the day nearly three years ago when you suggested that a 30 foot wide sound buffer planting be put in between the homes affected and the highway. This was followed by a letter to Mr. A. R. Javorski confirming this and stating that the Highway Commission would establish the planting.

As we need all the growth we can get, and as quickly as we can get it, may I urge that this be done within the next two weeks.

Yours very respectfully,

Katharine R. Ross

RECEIVED
MAY - 9 1962
OREGON
STATE HIGHWAY COMMISSION

Copy to Gov. Hatfield

Mrs. Ray C. Borger
2740 Homestead Place
Eugene, Oregon
May 4, 1962

Mr. Forrest Cooper
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

On April 19th of this year I wrote a letter to Governor Mark Hatfield requesting information regarding the State Highway Department's intention as to the proposed "10 foot wide planting screen" along the Q Street Exit into Eugene. I have since learned that I was in error-- the proposed planting was to be 30 feet wide.

I hasten to correct myself! A 30 foot wide planting would be infinitely superior to a 10 foot wide one -- particularly if it were as tall!

Please thank whoever was so deeply understanding of our situation as to be responsible for the following statement made June 5, 1959 in a letter to Mr. A.R. Javorski(who no longer lives in Eugene) by Mr. Warne Nunn: "The Commission also stated that it would establish a screen-type planting of some 30 feet in width between the fence and the edge of the Roadway Slope, which will be of considerable benefit in screening the Highway from residential yards." The trouble is he forgot to say when!

By now you may realize that this planting is of real, vital importance to me. Three years is a long time to wait; even longer when you consider the additional years a tree or shrub will require to establish itself and grow thick and tall enough to provide a sound buffer from ever increasing noisy highway traffic, particularly heavy trucking. It would be nice if you could give whoever was responsible for the statement in Mr. Nunn's letter the power and authority to get the project under way and carry it out; I think he has our interests at heart. But prod him a little; he is obviously a procrastinator of the first water with absolutely no sense of time!

I would very much appreciate an answer to the following questions:

1. Will the planting take place?

If so, 2. Will it continue along the ditch?If not, it will not help us.

3. When?

4. Considering the size and nature of the planting material, roughly how many years before it will lower the noise level?

Sincerely,

Mrs. Ray C. Borger

Mrs. Ray C. Borger

RECEIVED
MAY 7 - 1962
OFFICE OF
STATE HIGHWAY ENGINEER

May 2, 1962

Mrs. Ray C. Borger
2740 Homestead Place
Eugene, Oregon

Dear Mrs. Borger:

Your interest in writing to me concerning the noise problem in the area in which you live is sincerely appreciated.

I do, of course, recall my earlier discussions with people in the area. I am asking the Highway Department for a complete report on this matter and will be in further touch with you upon receiving that report.

Sincerely yours,

Governor

MOH:mr
cc: Mr. Forrest Cooper

FORREST:

Could you please advise me of action being taken on this matter.

MOH

Parson!

Rush up

RECEIVED
MAY 7 - 1962
OFFICE OF
STATE HIGHWAY ENGINEER

Mrs. Ray C. Borger
2740 Homestead Pl.
Eugene, Oregon
April 19, 1962

Governor Mark Hatfield
Salem, Oregon

Dear Sir:

On May 30, 1959, you met with a representative group of people from the Riverdale and Westward Ho areas of Eugene regarding the location of the Q Street Exit into Eugene.

Your arrival among us by helicopter was both cooperative and gratifying, as was your promise of a ten foot wide planting screen to shield us from the sight and sound of the highway. The execution of that promise, however, seems to be neither cooperative nor gratifying. In fact, it would appear to be completely forgotten!

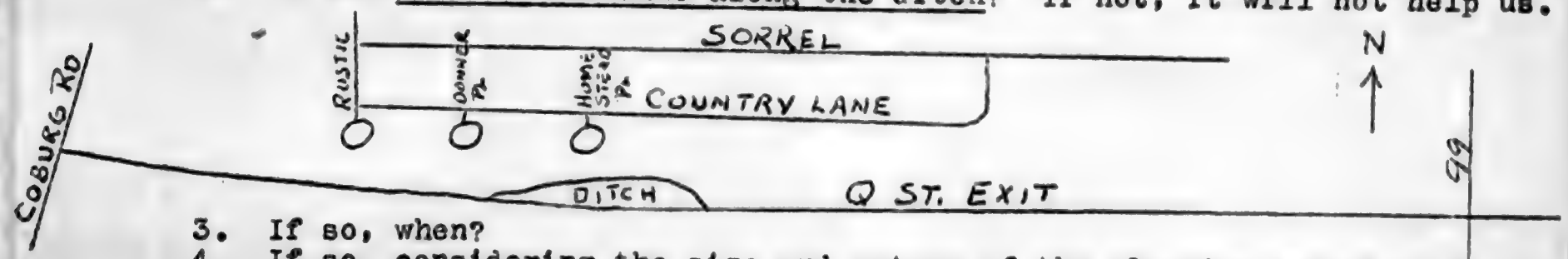
Frankly, the noise level is appalling. Back yard conversation has to be shouted, interspersed with pauses while trucks go by. Patio dining has become a nostalgic thing of the past. Even living inside our house has been affected; easy conversation, radio and T V listening require closed windows and doors. And not only that-- because we are situated at an angle to the highway, noise hits us from the front as well as the back.

Last summer we were told the planting would take place last fall. It didn't. Last fall a man from the Highway Dept. set a specific date to come and look over the situation. He didn't. Last winter we were told the planting would take place in early spring. It hasn't.

Now this ring-around-the-rosy, shilly-shallying, Irish blarney or just plain old fashion buck-passing is depriving me of one of my Constitutional Rights, which is (as stated in the Preamble of the Constitution of the United States) to "insure domestic tranquility". It is also interfering with one of my unalienable rights as a citizen of the United States--namely "the pursuit of happiness", as stated in the Declaration of Independence.

I would be most appreciative if by some manner or means I could learn the true intent of the Highway Dept. concerning the proposed planting of the section of the Q Street Exit which lies south of Country Lane. Is it possible to get a factual answer to the following?

1. Will the planting take place?
2. If so, will it continue along the ditch? If not, it will not help us.



3. If so, when?
4. If so, considering the size and nature of the planting material, roughly how many years before it will lower the noise level?

Sincerely,

Mrs. Ray C. Borger

MARK O. HATFIELD
GOVERNOR

OFFICE OF THE GOVERNOR
STATE CAPITOL
SALEM

June 5, 1959

Mr. A. R. Javorski
262 Country Lane
Eugene, Oregon

Dear Mr. Javorski:

The Oregon State Highway Commission on Monday of this week made an inspection of the freeway construction in the vicinity of your and your neighbor's residences and during such inspection I understand they discussed the details with you. I understand the Commission advised you they would take the matter under consideration and let you know as to what, if anything, could be done.

I now have a report from the Commission to the effect that it is not deemed either warranted or economically feasible to move the highway routing. There was some discussion as to placing the floodway on the north side of the freeway, but this, again, is not at all practicable. In the first instance, it would result in extremely high cost to provide adequate waterway structures through the freeway and, furthermore, would result in several bends in the floodway construction that would tend to decrease the water flow, which would, of course, tend to increase possibilities of flooding.

The Commission, after full consideration, determined that no change could be made in the construction plans, but it did authorize the construction of an unclimbable chain link fence through the area where the residences abut directly onto the freeway right of way.

The Commission checked into the matter quite thoroughly and determined that the highway right of way was established before the subdivision was laid out, and, in fact, the southerly boundary of the subdivision was made common with the northerly right-of-way boundary of the freeway.

The construction of the nonclimbable fence will remove any hazard as to

children's getting onto the freeway, and this, of course, was the major item at issue.

The Commission also stated that it would establish a screen-type planting of some 30 feet in width between the fence and the edge of the roadway slope, which will be of considerable benefit in screening the highway from residential yards.

It was a pleasure to be of assistance to you and I trust that the above arrangements will be satisfactory.

Sincerely yours,

Warne Nunn

Warne Nunn
Executive Assistant to the Governor

WN S

Mrs. George Woodrich

2762 Homestead Place, Eugene, Oregon

(Copy)

The Governor,
Office of the Governor
Salem, Ore.

Dear Sir:-

May I inquire if some action is contemplated on planting a screen of some sort on the north side of the highway which parallels Country Lane in Eugene.

Respectfully
Geo. Woodrich

6
Nov

NOTED

RECEIVED
MAY 7 1962
FOR FILING

HIGHWAY COMMISSIONERS
GLENN L. JACKSON, Chairman
MEDFORD
KENNETH M. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

I-5-4(

6040

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD J. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

May 4, 1962

Mr. Solomon Aichele
11360 SE Stevens
Portland 66
Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #6040, awarded March 2, 1962, for roadside improvement on the McKenzie River-Willamette River Section of Pacific Highway in Lane County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
MAY 4 1962
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

6040

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

May 4, 1962

American Surety Co.,
600 Yeon Bldg.,
Portland 4
Oregon

Gentlemen:

Enclosed is a copy of a contract awarded by the State Highway Commission, the details of which are given below.

We are sending you this copy for your files as you appear as surety on the performance bond furnished by the contractor.

Contract #6040, awarded March 2, 1962, to Solomon Aichele for roadside improvement on the McKenzie River-Willamette River Section of Pacific Highway in Lane County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
APR 13 1962

Ent 1640

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.
FOR 4466

PROJECT REPORT NO.
I-5-4(46)193

FORM PR-2 (REV. 6-61)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT
(PPM 21-7)

STATE: **Oregon**

COUNTY: **Lane**

PROJECT NO.: **I-5-4(45)193**

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

US 99 McKenzie River to Willamette River

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	2-6-62	4.4
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 45,627.00	$ 41,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By _____

ASSISTANT **State Highway Engineer**
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

XX **C. G. Polk**
(Division Engineer)

By: **L. R. Bicklund**
Acting Administrative Manager

Date executed by Division Engineer **April 13, 1962**

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

April 12,1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement signed by a Highway official for the McKenzie River-Willamette River Section, Project No. I-5-4(45)193.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:mmb

March 14, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the McKenzie River-Willamette River Section, Project No. I-5-4(45)193.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

HHC:bb

Oregon State Highway Department

Federal-Aid
Project No. I-5-4(45)193

MCKENZIE RIVER-WILLAMETTE RIVER SECTION

OF THE PACIFIC HIGHWAY IN LANE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, March 14, 1962

Type Code 7005
Roadside Improvement (Sta. 344+30 to Sta. 578+60)(Contract 4010)

Furnishing and Placing Topsoil	2,250 cu.yd.	$3.00	$ 6,750.00
Furnishing and Planting Trees	1,360 only	4.68	6,456.40
Furnishing and Planting Shrubs	5,880 only	1.70	9,996.00
Furnishing and Planting Vines, Dearberry	16,670 only	0.29	4,834.30
Furnishing and Planting Vines, Pointreyes Ceanothus	3,800 only	0.70	2,660.00
Furnishing and Planting Vines, English Ivy	16,800 only	0.17	2,856.00
Furnishing and Planting Vines, Aarensbeard St. Johnswort	6,360 only	0.18	1,144.80
Inorganic Fertilizer, 10-16-8	90 cwt.	5.00	450.00
Manure Fertilizer	740 cu.yd.	4.50	3,330.00
Mulch Material	300 unit	10.00	3,000.00
	Subtotal		$41,479.30
	10% Engr. & Cont.		4,147.70
	Total		$45,627.00

Length of Project - - - - - 4.438 Miles
Cost of Project Per Mile- - $10,280.98

Federal Funds -	$41,000.00
State Funds -	4,627.00
	$45,627.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid
Project No. I-5-4(45)193

McKENZIE RIVER-WILLAMETTE RIVER SECTION OF

THE PACIFIC HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement).

Salem, Oregon, December 18, 1961

Type Code 9025
Roadside Improvement (Sta. 344+30 to Sta. 578+60)

Furnishing and Placing Topsoil	1,100 cu. yds.	$ 2.50	$ 2,750.00
Furnishing and Planting Trees	1,540 only	6.50	10,010.00
Furnishing and Planting Shrubs	6,220 only	4.00	24,880.00
Furnishing and Planting Vines, Bearberry	16,670 only	0.40	6,668.00
Furnishing and Planting Vines, Pointreyes Ceanothus	3,800 only	1.00	3,800.00
Furnishing and Planting Vines, English Ivy	16,800 only	0.30	5,040.00
Furnishing and Planting Vines, Aaronsbeard St. Johnswort	6,360 only	0.30	1,908.00
Inorganic Fertilizer, 10-16-8	100 cwt.	5.00	500.00
Manure Fertilizer	370 cu. yds.	5.00	1,850.00
Mulch Material	310 Units	12.50	3,875.00
	Subtotal		$61,281.00
	10% Engr. & Cont.		6,128.00
	Total		$67,409.00

Length of Project	4.438 Miles
Cost of Project Per Mile.	$15,189.04

Federal Fund	$62,000.00
State Funds	5,409.00
	$67,409.00

Oregon State Highway Department

Federal Aid
Project No. I-5-4(45)193

McKENZIE RIVER-WILLAMETTE RIVER SECTION

OF THE PACIFIC HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, January 30, 1962

Type Code Y005
Roadside Improvement (Sta. 344+30 to Sta. 578+60)

Furnishing and Placing Topsoil	2,250 cu.yds.	$2.50	$ 5,625.00
Furnishing and Planting Trees	1,380 only	6.50	8,970.00
Furnishing and Planting Shrubs	4,850 only	4.00	19,400.00
Furnishing and Planting Vines, Bearberry	16,670 only	0.40	6,668.00
Furnishing and Planting Vines, Pointreyes Ceanothus	3,800 only	1.00	3,800.00
Furnishing and Planting Vines, English Ivy	16,800 only	0.30	5,040.00
Furnishing and Planting Vines, Aaronsbeard St. Johnswort	6,360 only	0.30	1,908.00
Inorganic Fertilizer, 10-16-8	90 cwt.	5.00	450.00
Manure Fertilizer	740 cu.yds.	5.00	3,700.00
Mulch Material	300 units	12.50	3,750.00
	Subtotal		$59,311.00
	10% Engr. & Cont.		5,931.00
	Total		$65,242.00

Length of Project - - - - - - - - 4.438 Miles
Cost of Project Per Mile- - - - $14,700.76

Federal Funds -	$60,000.00
State Funds -	5,242.00
	$65,242.00

Oregon State Highway Department

Federal Aid
Project No. I-5-4(45)193

McKENZIE RIVER—WILLAMETTE RIVER SECTION OF

THE PACIFIC HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, February 13, 1962

Type Code X005
Roadside Improvement (Sta. 344+30 to Sta. 578+60)

Furnishing and Placing Topsoil	2,250	cu. yds.	$ 2.50	$ 5,625.00
Furnishing and Planting Trees	1,380	only	6.50	8,970.00
Furnishing and Planting Shrubs	5,680	only	4.00	23,520.00
Furnishing and Planting Vines, Bearberry	16,670	only	0.40	6,668.00
Furnishing and Planting Vines, Pointreyes Ceanothus	3,800	only	1.00	3,800.00
Furnishing and Planting Vines, English Ivy	16,800	only	0.30	5,040.00
Furnishing and Planting Vines, Aaronsbeard St. Johnswort	6,360	only	0.30	1,908.00
Inorganic Fertilizer, 10-16-8	90	Cwt.	5.00	450.00
Manure Fertilizer	740	cu. yds.	5.00	3,700.00
Mulch Material	300	units	12.50	3,750.00
		Subtotal		$ 63,431.00
		10% Engr. & Cont.		6,343.00
		Total		$ 69,774.00

Length of Project . . . . . 4.438 Miles
Cost of Project Per Mile. $15,721.94

Federal Funds	$ 64,000.00
State Funds	5,774.00
	$ 69,774.00

RECEIVED

Contract 6040

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.
4-66
FOR FILING

PROJECT REPORT NO.
4

6040

FORM R-2 (REV. 6-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

STATE: Oregon

COUNTY: Lane

PROJECT NO.: I-105-4(106)195

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

US 99 (Spur) Pacific Highway Jct. W. 019 mile
("Q" Street Section)

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	2-6-62	1.2
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 10,698.00	$ 9,800.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By _____

ASSISTANT State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By C. G. Polk
(Division Engineer)

By: L. R. Backlund
Acting Administrative Manager

Date executed by Division Engineer April 13, 1962

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

April 12, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement signed by a Highway official for the "Q" Street Section, Project No. I-105-4(106)195.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:mmb

March 14, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the "Q" Street Section, Project No. I-105-4(106)195.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

MMC:bb

Oregon State Highway Department

Federal-Aid
Project No. I-105-4(106)195

"OS" STREET SECTION OF THE

PACIFIC HIGHWAY IN LANE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, March 14, 1962

Type Code X004
Roadside Improvement (Sta. 45+00 to Sta. 107+61.63)(Contract 6040)

Furnishing and Placing Topsoil	900 cu.yd.	$3.00	$ 2,700.00
Furnishing and Planting Trees	120 only	4.68	561.60
Furnishing and Planting Shrubs	420 only	1.70	714.00
Furnishing and Planting Vines, Bearberry	3,130 only	0.29	907.70
Furnishing and Planting Vines, English Ivy	12,200 only	0.17	2,074.00
Furnishing and Planting Vines, Aaronsbeard St. Johnswort	6,240 only	0.18	1,123.20
Inorganic Fertilizer, 10-16-6	30 cwt.	5.00	150.00
Manure Fertilizer	110 cu.yd.	4.50	495.00
Mulch Material	100 unit	10.00	1,000.00
	Subtotal		$ 9,725.50
	10% Engr. & Cont.		972.50
	Total		$10,698.00

Length of Project - - - - - - - 1.166 Miles
Cost of Project Per Mile- - - $9,020.23

Federal Funds -	$ 9,800.00
State Funds -	898.00
	$10,698.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid
Project No. I-105-4(106)195

"Q" STREET SECTION OF THE

PACIFIC HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement).

Salem, Oregon, December 18, 1961

Type Code 1005
Roadside Improvement (Sta. 45+00 to Sta. 107+61.63)

Furnishing and Planting Trees	120 only	$ 6.50	$ 780.00
Furnishing and Planting Shrubs	480 only	4.00	1,920.00
Furnishing and Planting Vines, Bearberry	3,130 only	0.40	1,252.00
Furnishing and Planting Vines, English Ivy	12,200 only	0.30	3,660.00
Furnishing and Planting Vines, Aaronsbeard St. Johnswort	6,240 only	0.30	1,872.00
Inorganic Fertilizer, 10-16-8	30 cwt.	5.00	150.00
Manure Fertilizer	110 cu. yds.	5.00	550.00
Mulch Material	110 units	12.50	1,375.00
	Subtotal		$11,559.00
	10% Engr. & Cont.		1,155.00
	Total		$12,714.00

Length of Project . . . . . 1.186 Miles
Cost of Project Per Mile. $10,720.06

Federal Funds $11,000.00
State Funds 1,714.00
$12,714.00

Oregon State Highway Department

Federal Aid
Project No. I-105-4(106)195

"C" STREET SECTION OF THE

PACIFIC HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, January 30, 1962

Type Code Y005
Roadside Improvement (Sta. 45+00 to Sta. 107+61.63)

Furnishing and Placing Topsoil	900 cu.yds.	$2.50	$ 2,250.00
Furnishing and Planting Trees	120 only	6.50	780.00
Furnishing and Planting Shrubs	450 only	4.00	1,800.00
Furnishing and Planting Vines, Bearberry	3,130 only	0.40	1,252.00
Furnishing and Planting Vines, English Ivy	12,200 only	0.30	3,660.00
Furnishing and Planting Vines, Aaronsbeard St. Johnswort	6,240 only	0.30	1,872.00
Inorganic Fertilizer, 10-16-8	30 cwt.	5.00	150.00
Manure Fertilizer	110 cu.yds.	5.00	550.00
Mulch Material	100 units	12.50	1,250.00
	Subtotal		$13,564.00
	10% Engr. & Cont.		1,356.00
	Total		$14,920.00

Length of Project - - - - - 1.186 Miles
Cost of Project Per Mile- - $12,580.10

Federal Funds -	$13,000.00
State Funds -	1,920.00
	$14,920.00

Oregon State Highway Department

Federal Aid
Project No. I-105-4(106)195

"Q" STREET SECTION OF THE

PACIFIC HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, February 13, 1962

Type Code X005
Roadside Improvement (Sta. 45+00 to Sta. 107+61.63)

Furnishing and Placing Topsoil	900	cu. yds.	$ 2.50	$ 2,250.00
Furnishing and Planting Trees	120	only	6.50	780.00
Furnishing and Planting Shrubs	420	only	4.00	1,680.00
Furnishing and Planting Vines, Bearberry	3,130	only	0.40	1,252.00
Furnishing and Planting Vines, English Ivy	12,200	only	0.30	3,660.00
Furnishing and Planting Vines, Aaronsbeard St. Johnswort	6,240	only	0.30	1,872.00
Inorganic Fertilizer, 10-16-8	30	CWT	5.00	150.00
Manure Fertilizer	110	cu. yds.	5.00	550.00
Mulch Material	100	units	12.50	1,250.00
	Subtotal			$ 13,444.00
	10% Engr. & Cont.			1,344.00
	Total			$ 14,788.00

Length of Project . . . . . 1.186 Mile
Cost of Project Per Mile. $12,468.80

Federal Funds	$ 13,000.00
State Funds	1,788.00
	$ 14,788.00

RECEIVED
APR 2 1962
FOR FILING

6040

March 30, 1962

Mr. Solomon Aichele
11360 SE St evens
Portland 66
Oregon

Dear Sir:

On March 9th we forwarded to you three copies each of the following described contracts (3):

Contract #6040, awarded March 2, 1962, for roadside improvement on the McKenzie River-Willamette River Section of Pacific Highway in Lane County.

Contract #6043, awarded March 2 1962, for roadside improvement on the Halsey Interchange-McKenzie River Section of Pacific Highway in Linn-Lane Counties.

Contract #6045, awarded March 2, 1962, for roadside improvement on the Sandy River-Dodson Section of the Columbia River Highway in Multnomah County.

Will you please return the two copies of each contract to this office with the needed signatures on both the Contract and Bond pages, as no payments can be made on these contracts until they are all completely executed.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

RECEIVED
MAR 12 1962

COMMISSIONERS
H. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER

R. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

March 9, 1962

6040

Mr. Solomon Aichele
11360 SE Stevens
Portland 66
Oregon

Dear Sir:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission as follows:

Contract #6040, awarded March 2, 1962, for roadside improvement on the McKenzie River-Willamette River Section of Pacific Highway in Lane County.

Please execute two of these copies as to contract and bond, and return them to this office for completion. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT.

The third copy of the contract, stamped "ADVANCE COPY to be Retained by Contractor", is furnished for your information pending receipt of a fully executed copy.

The workday count on this contract will begin March 21, 1962.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

cc: L. H. Young
I. R. Chandler
Res. Engineer
Frank Morgan

PS: Just a reminder to have your signature read the same as your name is given on the Contract and Bond pages. Thank you.

dc

FORM CD-121 (9-22-59)

UNITED STATES GOVERNMENT

Memorandum

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. NE
Salem, Oregon

TO : Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: March 2, 1962

6040

FROM : C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

MAR 6 1962

SUBJECT: Oregon Projects I-105-4(106)195 and I-5-4(45)193

This is to advise of our prior concurrence as of this date in award of Contract No. 6040 for Oregon Project I-105-4(106)195, "Q" Street Section, Pacific Highway (Roadside Improvement), to Solomon Aichele of Portland, Oregon, low bidder in the total amount of $51,205.00 for this project and Project I-5-4(45)193 at the February 28, 1962 bid opening.

cc: Region
Washington

RECEIVED
MAR 5 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

FORM CD-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. NE
Salem, Oregon

TO : Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: March 2, 1962

6040 C.G. Polk

FROM : C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

Young
MAR 6 1962

SUBJECT: Oregon Projects I-5-4(45)193 and I-105-4(106)195

This is to advise of our prior concurrence as of this date in award of Contract No. 6040 for Oregon Project I-5-4(45)193, McKenzie River-Willamette River Section, Pacific Highway (Roadside Improvement), to Solomon Aichele of Portland, Oregon, low bidder in the amount of $51,205.00 for this project and Project I-105-4(106)195 at the February 28, 1962 bid opening.

cc: Region
Washington

RECEIVED
MAR 5 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

RECEIVED
MAR 5 1962
FOR FILING

M. E. McIVER, CHAIRMAN
PORTLAND
KENNETH H. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
[redacted]
FLOYD QUERY, SECRETARY
SALEM

I 4-2-62

6040—

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
S. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

March 2, 1962

Solomon Michele
11360 S. E. Stevens Road
Portland 66, Oregon

Gentlemen:

The State Highway Commission on March 2, 1962 awarded to you State Highway Contract No. 6040 for the following project:

Roadside improvement on the McKenzie River-Willamette River section of the Pacific and Eugene-Springfield Highways in Lane County.

This award was based on your bid of $51,208.00 which was the low bid submitted to the Commission on February 28, 1962 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

cc: Frank Morgan
L. H. Young
R. G. Savage (S&C)
Parks Dept.
Attn: Alfred Shirley

RECEIVED

FORM CD-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

FOR FILE
I-5-4(46)193

TO : Mr. Forrest Cooper, State Highway Engineer
6040 Salem, Oregon

C G Polk

FROM : C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

477 Cottage Street, N.E.
Salem, Oregon

DATE: February 6, 1962

SUBJECT: Oregon Project I-5-4(45)193 and I-105-4(106)195

We have approved, as of this date, the P. S. and E. documents for the McKenzie River-Willamette River section of the Pacific Freeway including "Q" Street Spur (Roadside Improvement).

This is to authorize your advertising for bids contingent upon modification of the Special Provision concerning establishment period to conform to that previously discussed with this office.

RECEIVED
FEB
OFFICE
STATE

NOTED
R. L. PORTER

Copy To Young 2-9-62

RECEIVED
JUN - 5 1959

FOR FILING
I - 11(4)-13
6040

June 4, 1959

Mr. Warne Nunn, Executive Assistant
Executive Department
Capitol Building
Salem, Oregon

Dear Mr. Nunn:

I attach a suggested draft to Mr. Javorski relative to the controversy along the G Street freeway in Lane County.

Very truly yours,

W. C. Williams
State Highway Engineer

WCW:ma

Enclosure

cc Mr. Forrest Cooper

SUGGESTED DRAFT

Mr. A. R. Javoraki
262 Country Lane
Eugene, Oregon

Dear Sir:

The Oregon State Highway Commission on Monday of this week made an inspection of the freeway construction in the vicinity of your and your neighbor's residences and during such inspection discussed the details with you. I understand the Commission had advised you that they would take the matter under consideration and let you know as to what, if anything, could be done.

I now have a report from the Commission to the effect that it is not deemed either warranted or economically feasible to move the highway routing. There was some discussion as to placing the floodway on the north side of the freeway, but this, again, is not at all practicable. In the first instance, it would result in extremely high cost to provide adequate waterway structures through the freeway and, furthermore, would result in several bends in the floodway construction that would tend to decrease the water flow, which would, of course, tend to increase possibilities of flooding.

The Commission, after full consideration, determined that no change could be made in the construction plans, but it did authorize the construction of an unclimbable chain link fence through the area where the residences abut directly onto the freeway right of way.

The Commission checked into the matter quite thoroughly and determined that the highway right of way was established before the

subdivision was laid out, and, in fact, the southerly boundary of the subdivision was made common with the northerly right-of-way boundary of the freeway.

The construction of the nonclimbable fence will remove any hazard as to children's getting onto the freeway, and this, of course, was the major item at issue.

The Commission also stated that it would establish a screen-type planting of some 30 feet in width between the fence and the edge of the roadway slope, which will be of considerable benefit in screening the highway from residential yards.

20-3344 Jessie M. Honeyman State Park 1962
Sec., Oregon Coast Hwy. (Hwy.
#6041 channel. & overnight camp ext.)

RECEIVED
AUG 5 - 1963
FOR FILING

6041

August 2, 1963

American Surety Co.,
600 Yeon Bldg.,
Portland 4
Oregon

Gentlemen:

A post-final payment for $255.00 will be made to Amos Const. Co., on contract #6041 for highway channelization and overnight camp extension on Honeyman State Park on the Oregon Coast Highway in Lane County, as soon as the warrant is prepared.

The total amount paid on this contract will be $30,010.85, including the post-final payment. No force account work was performed on this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Amos Const. Co.,
P. O. Box 27
Coos Bay, Oregon

cc: C. H. Maison
Attn.: John Herr

RECEIVED
JUL 11 1963
FOR FILING

cr filed
6041

July 10, 1963

Amos Construction Company
P. O. Box 27
Coos Bay, Oregon

Attention: Mr. H. R. Amos

Gentlemen:

In your letter of July 7, you inquire as to the status of final payment on Contract No. 6041 for work in Honeyman State Park.

Our records indicate that the contract was completed on June 1 and accepted by the Highway Commission on June 29, 1962. Accounting Division records indicate that the final estimate was sent to you for signature on July 30, 1962, but has not yet been returned. The final payment was in the amount of $895.88.

Please return the estimate signed as soon as possible so that payment might be made, or if it has been lost, please let us know.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fkn

cc C. H. Maison
Attn: John Herr

NOTED ON CARD

P. O. Box 27
Coos Bay, Oregon
July 7, 1963

State of Oregon
Highway Department
Salem, Oregon

Re: Contract #6041

Gentlemen:

I would like very much to know the status of the above contract.

It has been over a year since the contract was completed now and the bonding company has assured me that they have released everything.

If there is any further information that you need before releasing the final payment, you may contact Cameron Thom, my attorney here in Coos Bay.

I would appreciate an early reply.

found out
7-30-63

Very truly yours,

AMOS CONSTRUCTION CO.

H. R. Amos

H. R. Amos

HRA:iea

RECEIVED
JUL - 9 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 9 - 1963
FOR FILING

20-3344

6041

May 9, 1963

Mr. Sidney J. Nicholson
Attorney at Law
P. O. Box 146
Florence, Oregon

Dear Mr. Nicholson:

In your letter of May 6 you inquire as to the whereabouts and the availability of certain truck tickets for rock furnished on Contract No. 6041 with Amos Construction Company.

In response to an inquiry to the Construction Engineer's Office, we are advised that the items mentioned in your letter are on file in the Construction Engineer's Office. If someone comes in to look at the material they should contact Mr. Ed Pease, Office Engineer, Room 214 State Highway Building, Salem.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

cc: F. D. Morgan

Sidney J. Nicholson
ATTORNEY AT LAW
POST OFFICE BOX 146
Florence, Oregon
TELEPHONE 997-3446

May 6, 1963

Mr. Floyd Query
Commission Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Berry Creek v. Amos Construction Co.
Your contract no. 6041

Dear Mr. Query:

In preparing to file the complaint for recovery of amounts due by Berry Creek Construction from Amos Construction Co. on the Amos Construction Co. contract no. 6041, I have checked with the North Bend Office of the State Highway Department. In discussing the matter with the inspector on the job, a Mr. Mendingo, it becomes apparent that the actual truck ticket on items no. 9 and no. 10 as referred to in the letter of August 24th, 1962 from D. B. Taylor have now been filed with the Salem Office. I enclose a photostat of the letter of August 24, 1962 and particularly call your attention to the items designated as nos. 9 and 10.

Between the figures furnished Berry Creek Construction Co. by Amos Construction Co. and the amount paid for by the state to Amos, there is a discrepancy of 199 cu. yds. on items no. 9 and 10 and a discrepancy of 119 cy. in the item marked as no. 3. What I need for my information and general exhibits are the actual truck tickets on file with the highway commission when payment for these amounts was authorized.

If you would give this letter to whoever is in charge of these records and have them assembled for me I will come to Salem in the near future to examine them, and at that time make arrangements to subpoena whoever is in charge of the records for the actual trial of the case. I am cognizant of the fact that the original records cannot be removed and, of course, I would not expect you to furnish me with copies of all of them, for there would be far too many.

If you will notify me when this information has been assembled for my inspection I will plan a trip to Salem as soon after that as possible. Thank you, Mr. Query, for your help and your cooperation in this matter.

Yours very truly,

Sidney J. Nicholson

Sidney J. Nicholson

Copy to Mac gain + note if data is available for inspection 5/8/63

SJN:pwb
encl.

RECEIVED
JAN 21 1963
FOR FILING

January 21, 1963

Mr. Sidney J. Nicholson
Attorney at Law
P. O. Box 146
Florence, Oregon

Dear Mr. Nicholson:

In your letter of January 18, you inquire as to the status of a claim by Berry Creek Construction Company against Amos Construction Company on our Contract No. 6041.

Our records show that this contract was accepted by the State Highway Commission on June 29, 1962, and that the claim of Berry Creek Construction Company against the contract in the amount of $2,996.23 was filed with the Secretary of State on December 6, 1962, (his file No. 3984). The same claim is noted in our records as having been filed with us on December 5, 1962.

There are no funds due and owing to the contractor on this project, and our records indicate that the final payment was made some time after August 8, 1962. Although I am not an attorney, I seem to recall something to the effect that litigation must be started within two years. The claim, as filed, is within the six months' period after acceptance as specified in the law.

I have no particular suggestion to offer concerning the collection, other than to call the claim to the attention of the surety or to start legal action if such is deemed advisable.

For whatever value it may be to you, we have attached some excerpts from the Oregon Laws concerning the filing of claims. This, of course, is a duplicate of information that you have, but it may be handy for reference purposes.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fkn
Att.

Sidney J. Nicholson
ATTORNEY AT LAW
POST OFFICE BOX 146
Florence, Oregon
TELEPHONE 997-3446

January 18, 1963

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem 10, Oregon

Re: Amos Construction Co.
Contract No. 6041

Dear Mr. Query:

I am sure you are aware of the dispute between Berry Creek Construction Co. and the Amos Construction Co. over the work done by Berry Creek for Amos in the above captioned contract. I have been unable to arrive at any suitable compromise solution with Amos Construction Co. and apparently litigation will be required.

I would appreciate knowing from you whether or not the Surety Co. is still responsible on this contract although more than six months have elapsed apparently since its acceptance by the Highway Commission. My first letter of demand was recorded with the State Highway Department within the six months period, but actual litigation has not been commenced within that period. There seems to be some discrepancy in the actual acceptance date by the Highway Commission, for I have a letter under the date of August 24th, 1962, from D. B. Taylor, assistant auditor, to the effect that this particular job could not be accepted earlier than the Commission meeting in September.

Would you please clarify this for me and I would also appreciate any suggestions that you might have as to the best way to go about the actual recovery of the sums due to Berry Creek Construction Co. I am sure that this particular type of dispute is not unique to you and if you could give me any help from your past experience with this sort of thing I would be most appreciative.

Thank you for your attention to these matters.

Yours very truly,

Sidney J. Nicholson

SJN:pwb

Sidney J. Nicholson

RECEIVED
JAN 21 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 3 1963
FOR FILING

20-3244
6041

Sidney J. Nicholson
ATTORNEY AT LAW
POST OFFICE BOX 146
Florence, Oregon
TELEPHONE 997-3446

December 31, 1962

#6041

Mr. Cameron C. Thom
Attorney at Law
P. O. Box 748
Coos bay, Oregon

Re: Berry Construction Co. vs. Amos Construction Co.

Dear Mr. Thom:

I have discussed your letter of December 6th, 1962, with Lloyd Peterson of Berry Creek Construction Co. In view of the fact that Mr. Amos has not changed his position as outlined in the letter of November 25th, there appears that there is nothing left to do, but to litigate the matter.

Before commencing litigation, but without prejudice of any kind, in the event of subsequent litigation, I would recommend a settlement of this account based on a reduction of $550.20 from the original amount of $2,996.23 as computed in my letter of October 2nd to you. This reduction is based upon the questionable figure of 30¢ per cubic yard on some 1834 cu. yds. on which there is a 30¢ per cu. yd. discrepancy of the amount to be received by Berry Creek.

Since the State Highway Department and the American Surety Co. will be parties in interest in any subsequent litigation I have sent them copies of our correspondence as we have developed it in this issue and if I hear nothing further from you by January 15th, 1963, I shall file an action on this matter.

If you have any other suggestions or offers I will be glad to take them under consideration.

Yours very truly,

Sidney J. Nicholson

Sidney J. Nicholson

SJN:pwb
cc. American Surety Company of New York
Mr. Floyd Query, Secretary
Oregon State Highway Department

RECEIVED
JAN 2 1963
OREGON
STATE HIGHWAY COMMISSION

Copy to Morgan

NOTED
FLOYD QUERY

RECEIVED
DEC 1,1 1962

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

6041

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

December 5, 1962

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol Building
Salem 10, Oregon

Dear Mr. Appling:

Attached is a copy of a claim for filing in the amount of $2,996.23 received from Sidney J. Nicholson, Attorney at Law, on behalf of Berry Creek Construction Company.

This appears to be in connection with the Amos Construction Company Contract No. 6041 for highway channelization and overnight camp extension in the Honeyman State Park of the Oregon Coast Highway in Lane County.

The American Surety Company through Nasburg Insurance Agency, P. O. Box 720, Coos Bay, Oregon, furnished the performance bond on this contract.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

File # 3984

FILED
DEC - 6 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

AL

NOTED
C. W. HEAD

RECEIVED
DEC 6 1962
FOR FILING
[illegible]-3547
6041

December 5, 1962

Mr. Sidney J. Nicholson
Attorney at Law
P. O. Box 146
Florence, Oregon

Dear Mr. Nicholson:

This is to acknowledge receipt of a copy of your letter dated November 28 which was addressed to Mr. Cameron C. Thom, Attorney at Law, Coos Bay, concerning Amos Construction Company Contract No. 6041.

Your letter states that Amos Construction Company owes the Berry Creek Construction Company $2,996.23.

This appears to be in reference to the Amos Construction Company Contract No. 6041 for highway channelization and overnight camp extension in the Honeyman State Park of the Oregon Coast Highway in Lane County. This contract was completed June 1, 1962, and was accepted by the Highway Commission on June 29, 1962.

So that there be no misinterpretation of the law, we are forwarding this claim letter to the Secretary of State for filing.

In the meantime, this information will be noted in our records and we will advise the surety and the contractor of the receipt of your letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fkn

voted on card
E.M.

December 5, 1962

American Surety Company of New York
David A. Lewis, Assistant Manager
600 Yeon Building
Portland 4, Oregon

Gentlemen:

A claim letter dated November 28, 1962, has been received from Sidney J. Nicholsen, Attorney in Florence, on behalf of Berry Creek Construction Company, advising that Ames Construction Company owes them $2,996.23.

This appears to be in connection with the Ames Construction Company Contract No. 6041 for highway channelization and overnight camp extension in Honeyman State Park of the Oregon Coast Highway in Lane County.

We have forwarded this claim letter to the Secretary of State for filing. Attached is a copy for your record.

This information is furnished as your company appears as surety on the performance bond submitted with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att.

cc: Highway Insurance Agency
P. O. Box 720
Coos Bay, Oregon

Ames Construction Company
P. O. Box 27
Coos Bay, Oregon

Commissioners

GWH:fkn

Noted on card
F.N.

Sidney J. Nicholson
ATTORNEY AT LAW
POST OFFICE BOX 146
Florence, Oregon
TELEPHONE 997-3446

November 28, 1962

Mr. Cameron C. Thom
Attorney at Law
P. O. Box 748
Coos Bay, Oregon

Re: Amos Construction Co.
Contr. 6041

ATTENTION: Mr. D. B. Taylor, Assistant Auditor

Dear Mr. Thom:

It has been called to my attention by Berry Creek Construction Co. that I have received no reply from you to my letter of October 2nd, 1962, on the dispute between Berry Creek Construction Co. and Amos Construction Co. I sent a copy of that detailed letter to the State Highway Department and also to the American Surety Co. who issed the performance bond in this particular case and I had hoped that by this time the matter had been completely settled.

I note from Mr. Taylor's letter to Berry Creek Construction Co. of August 24, 1962, that the protection of the Surety Bond extends for six months after acceptance of the work by the Highway Commission. I am sure that the Commission is on notice that Berry Creek has not been paid by reason of former correspondence, but if it is necessary to file some type of a formal statement of amounts due to Berry Creek Construction Co. with the highway commission, I will do so within the six month period which must be nearing its termination point at this time.

By a copy of this letter I am notifying both the Highway Commission and the American Surety Co. that pursuant to my letter of October 2nd, 1962, Berry Creek claims that there is due and owing to it from Amos Construction Co. a balance due of $2,996.23.

Would you please give this matter your consideration and advise me whether or not you agree with the computations set forth in my said letter, and if not please advise me of this fact so that I can take the necessary steps to protect my client.

Your cooperation in answering this letter and my one of October 2nd will be greatly appreciated.

Yours very truly,

Sidney J. Nicholson

Sidney J. Nicholson

SJN:pwb
cc. American Surety Co. of New York
✓ State Highway Department

RECEIVED
DEC - 3 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
[illegible]
6041

Files

Sidney J. Nicholson
ATTORNEY AT LAW
POST OFFICE BOX 146
Florence, Oregon
TELEPHONE 997-3446

October 2, 1962

Re: Amos Construction Co.
Your Contract No. 6041

Cameron C. Thom
Attorney at Law
P. O. Box 748
Coos Bay, Oregon

CONSTRUCTION DIVISION
RECEIVED
OCT 5 1962
NOTED- CE ACE AGE COE

Re: Amos Construction Co.

Dear Mr. Thom:

Lloyd Petersen of Berry Creek Construction Co. has come to me with your letter of September 25th, 1962, and other pertinent information on the dispute between Berry Creek Construction Co. and Amos Construction Co. over work done here at Honeyman Park. I first enclose for your information a photostat of a letter received from the State Highway Department which sets forth the exact amount in each item for which Amos Construction Co. was paid on contract no. 6041. I also enclose a photostat of the original agreement between Amos Construction Co. and Berry Creek Construction Co. which sets forth in great brevity the agreed terms on the work to be done.

Turning first to item number 2 on General Excavation, there seems to be no dispute that the yardage was 1,878 yards @ 25¢ per yard, which amounts to $469.50. Berry Creek is not cognizant that Amos Construction Co. hauled 500 yards and particularly takes exception to the fact that Amos hauled 500 yards and then he is allowing himself 25¢ per yard for the $125.00 offset, and this would allow Berry Creek nothing for the loading on Amos' Construction Co. trucks nor the grading after the material was dumped. It is possible that there is a reasonable offset for hauling by Amos if he can prove how much his trucks actually hauled on this particular item.

Turning to item number 3 the State paid Amos Construction Co. on the yardage of 7, 146. In this particular item truck tickets show that Berry Creek hauled 5,695 yards and Amos hauled 1,332 yards which would make a total of only 7,027 yards accounted for as against 7,146 yards paid for by the State, thus leaving 119 yards unaccounted for. Assuming that in addition to the 1,332 yards hauled by the Amos trucks it also hauled the 119 yards unaccounted for where there are apparently no tickets, on the hauling actually done by Berry Creek they were to be paid at 48¢ per cubic yard and on that hauled by the Amos truck they were to receive 23¢ per cubic yard, for this would allow Amos 25¢ per cubic yard which is exactly what the other trucks hired by Berry Creek were receiving for hauling on this particular job.

NOTED
FLOYD QUERY

Copy sent to
Frank Morgan
C.H.

On items no. 9 and 10 the first basic difference is that the agreed price on this material was $4.00 per cubic yard instead of $3.70. Truck tickets indicate that 1,146 cubic yards were hauled by Berry Creek, and 489 cubic yards were hauled by Amos. This makes a total of 1,635 yards, but the State made payment on those two items for 1,834 yards, thus making a total of 199 yards unaccounted for. Again assuming that the 199 yards unaccounted for were hauled by Amos, Berry Creek would still be receiving $4.00 on the 1,146 yards hauled by Berry Creek and the sum of $2.90 per yard on the 688 yards hauled by Amos if we assume that the unaccounted for 199 cu. yds. were hauled by him.

Recapitulating this somewhat involved matter would seem to indicate that commencing with item no. 2 Berry Creek would be receiving payment as follows:

1,878 yards @ 25¢ $469.50

In item no. 3 the computation I believe to be as follows:

5,695 yards	@ 48¢	$2733.60
1,332 yards	@ 23¢	306.36
119 yards	@ 23¢	27.37
	Total	$3067.33

On items no. 9 and 10 I compute as follows:

1,146 yards	@ $4.00	$ 4584.00
489 yards	@ $2.90	1418.10
199 yards	@ $2.90	577.10
	Total	$ 6579.20

The aggregate of these computations would make Amos Construction Co. indebted to Berry Creek Construction Co. a total of $10,116.03. Prior to your last letter Berry Creek had been paid a total of $6,558.62 which at that time left a balance due in the amount of $3,557.41. If there is deducted your last check in the amount of $561.18 (which check has not been cashed due to the fact that it purports to be accord and satisfaction by reason of the statement above the endorsement on the back thereof) there would still be a balance due in the amount of $2,996.23.

The item originally set forth by Berry Creek for Clay hauling was an error. The cat rental was the time when Amos was using Berry Creek's cat, but Berry Creek will waive rental for the use of this cat if they can be paid upon the yardage as paid by the State of Oregon to Amos Construction Co. as I have broken it down in this letter.

It is most unfortunate that their short agreement did not set forth the cost of the items in 9 and 10, but I believe that the $4.00 figure for Berry Creek can be substantiated.

I know that you will want to give this letter and the information I have given you some consideration, and I will be pleased to hear from you on your feelings and computations in the near future.

Your cooperation is greatly appreciated.

Yours very truly,

Sidney J. Nicholson

SJN:pwb
encl.
cc. State Highway Department
The American Surety Co.

COPY

RECEIVED
OCT 3 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 27 1962
COMMISSIONERS
FOR FILING
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM
6041

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

File

August 24, 1962

Berry Creek Construction Company
P. O. Box 395
Florence, Oregon

Gentlemen:

This is in reply to your letter of August 23, 1962, inquiring about quantities and amounts of various items paid to the Amos Construction Company on Contract No. 6041.

The following indicates the quantities, bid price, and amounts paid on the various items about which you inquired.

Item No.		Quantity	Price	Amount
2	General Excavation-Unclassified	1878 cy.	$1.00	$1,878.00
3	Special Borrow Excavation-Unclassified	7146 cy.	0.87	6,217.02
9	Coarse Crushed Material in Base	1384 cy.	4.50	6,228.00
10	3/4 - 0 Material in Base	450 cy.	4.50	2,025.00

The final estimate was mailed to the contractor for signature yesterday. If there is any possibility that you would need the protection of the surety bond on the contract in recovering payments due you, you should file a statement of amounts due you with the Highway Commission in the near future. The protection of the surety bond extends for six months after acceptance of the work by the Highway Commission. I am not certain of the scheduling of this particular job but it could not be accepted earlier than the next Commission which will be the middle of September.

If it is necessary to file such a claim, it should be directed to Mr. Floyd Query, Commission Secretary, Oregon State Highway Commission, Salem, Oregon.

Very truly yours,

C. H. Maison
Auditor

By: D. B. Taylor
Assistant Auditor

NOTED
FLOYD QUERY

DBT:jc

cc: Floyd Query

RECEIVED
AUG 1 1962
FOR FILING

August 1, 1962

American Surety Co.,
600 Yeon Bldg.,
Portland 4
Oregon

Gentlemen:

Your company appears as surety on the performance bond furnished with our contract #[illegible]41, awarded to Amos Const Co., for highway channelization and overnight camp extension in Honeyman State Park, Lane County.

This contract was completed on June 1, 1962, and was accepted by the Highway Commission on June 29, 1962. Final payment in the amount of $895.88 will be released to the contractor on or after August 8, 1962. The total contract amount is $29,755.85 and no force account work was performed on the project.

No claims for labor or materials have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Amos Const. Co.,
P. O. Box 27
Coos Bay
Oregon

RECEIVED
JUL 11 1962
FOR FILING

6041

July 11, 1962

American Surety Co.,
600 Yeon Bldg.,
Portland 4
Oregon

Gentlemen:

Your company appears as surety on the performance bond furnished with our contract #6041, awarded to Amos Const. Co., for highway channelization and overnight camp extension in Honeyman State Park, Lane County.

Semi-final payment in the amount of $12,802.13 will be released to the contractor on or after July 18, 1962. The retained percentage is $892.58.

No claims for labor or materials have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Amos Const. Co.,
P. O. Box 27
Coos Bay
Oregon

Form E-1—(Rev.)–

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 8, 1962, 19

Section Jessie M. Honeyman State Park

Kind of work Hwy Chann. & Overnight Camp Ext.

Highway Oregon Coast County Lane

Section prefix 20-3344

Contractor Amos Construction Company

Contract number 6041

Date of contract March 2, 1962, 19

Specified work days 40

Date work started March 8, 1962, 19

Work days used 38

Project authorization . . . . . $ 33,736.28
Exclusive of engineering . . . . $ 31,337.25

Per cent of time elapsed 95 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 31,337.25

Estimated per cent overrun or underrun . . . . . 0 %

Per cent of contract completed, based on estimated cost . . . . . 100 %

Engineering authorization . . . . $ 2,399.03

Engineering cost to date $ 3,860.00, 160 %

Date project was completed June 1, 1962, 19

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100		100	100	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Project completed, the semi-final estimate will be submitted ~~this~~ next week.

NOTED

CONSTRUCTION DIVISION
RECEIVED
JUN 12 1962

Noted
M. N. J.

Signed Harry W Oswald

Harry W Oswald, Res. Engr.

Address po box 496, North Bend Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.37	0.37			0.20
Miles partially completed	0.37	0.37			0.20
Miles completed	0.37	0.37			0.20
Total estimated quantities (contract)	9,900 cy	1,840 cy			300 T
Total quantities corrected to date	9,013 cy	"			367 T
Estimated quantities moved or placed to date	"	"			"
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					XX
Men					XX
Supervision					XX
Men and trucks under 3 tons					
Men and trucks over 3 tons					XX
Men and tractors					

Equipment used during week: Shovels ....., Power graders ....., Rollers .....X....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Compaction rollers .....,Paving Machine I . . . ., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

RECEIVED
MAR 29 1962
COMMISSIONERS

FOR FILING

MARK O. HATFIELD, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

6041

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER

G. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

March 28, 1962

American Surety Co.,
600 Yeon Bldg.,
Portland 4
Oregon

Gentlemen:

Enclosed is a copy of a contract awarded by the State Highway Commission, the details of which are given below.

We are sending you this copy for your files as you appear as surety on the performance bond furnished by the contractor.

Contract #6041, awarded March 2, 1962, to Amos Const. Co., for highway channelization and overnight camp extension in Honeyman State Park, Lane County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
MAR 28 1962

FORM E-123

FOR FILING

COMMISSIONERS

M. K. McIVER, CHAIRMAN
PORTLAND

KENNETH N. FRIDLEY, MEMBER
WASCO

GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

6-41

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

March 28, 1962

FORREST [redacted]
STATE HIGHWAY ENGINEER

G. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

Amos Const. Co.,
P. O. Box 27
Coos Bay
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #6041, awarded March 2, 1962, for highway channelization and overnight camp extension in the Honeyman State Park on the Oregon Coast Highway in Lane County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

RECEIVED
MAR 12 1962
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

6041

FORREST COOPER
STATE HIGHWAY ENGINEER

G. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

March 9, 1962

Ames Const. Co.,
P. O. Box 27
Coos Bay
Oregon

Gentlemen:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission as follows:

Contract #6041, awarded March 2, 1962, for hwy. channelization & overnight camp extension in Honeyman State Park on the Oregon Coast Highway, Lane County.

Please execute two of these copies as to contract and bond, and return them to this office for completion. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT.

The third copy of the contract, stamped "ADVANCE COPY to be Retained by Contractor", is furnished for your information pending receipt of a fully executed copy.

The workday count on this contract will begin March 21, 1962.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

cc: L. H. Young
I. R. Chandler
Res. Engineer
Frank Morgan

PS: Just a reminder to have your signature read the same as your name is given on the Contract and Bond pages. Thank you.

dc

RECEIVED
MAR 5 1962

FOR FILING

M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

6041

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER

G. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

March 2, 1962

[illegible] Construction Company
P. O. Box 295
Myrtle Point, Oregon

Gentlemen:

The State Highway Commission on March 2, 1962 awarded to you State Highway Contract No. 6041 for the following project:

Highway channelization and overnight camp extension on the Jessie M. Honeyman State Park Section on the Oregon Coast Highway in Lane County.

This award was based on your bid of $20,687.00 which was the low bid submitted to the Commission on February 26, 1962 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

cc: Frank Morgan
L. H. Young
R. G. Savage (3)
I. D. Merchant
Parks Dept.
Attn. Alfred Shirley

I-5-4(48) Judkins Point Sign Bridge 1962
193 Install., Pacific Hwy.
#6042

Monthly transaction number	Form [illegible] A (5-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State
3-65		Oregon
Project report number	MODIFICATION OF FEDERAL-AID	County
10	PROJECT AGREEMENT	Lane
	3-5-64	Project number I-5-4(48)193

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on April 13, 19 62, is hereby modified as follows:

Revised estimated total cost of project $ 11[illegible]0.00

Revised Federal funds $ 10,516.17

Other revisions

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 5 day of March, 19 64.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd D. Stone

Asst. State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By XXX A. W. Parsons
Division Engineer

By: L. R. Backlund
L. R. Backlund, Administrative Mgr.

USComm-DC 11170

RECEIVED

Contract 6042

Form Approved; Budget Bureau No. 41-R2089.9

MONTHLY TRANSACTION NO.	FORM PR-2 (REV. 5-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE
FOR FH 6-3	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	Oregon
PROJECT REPORT NO. 5		COUNTY Lane
		PROJECT NO. I-5-4(48)193

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

US 99 Judkins Point Interchange

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	2-6-62	0.0
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 10,056.00	$ 9,200.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By C. H. Foster

ASSISTANT State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

BK C. G. Polk
(Division Engineer)

By: L. R. Backlund
L. R. Backlund
Acting Administrative Manager

Date executed by Division Engineer April 13, 1962

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

April 12, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement signed by a Highway official for the Judkins Point Interchange Section, Project No. I-5-4(48)193.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:mmb

March 14, 1962

Mr. C. O. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Judkins Point Interchange Section, Project No. I-5-4(48)193.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. N. Young
Office Engineer

[illegible]

Oregon State Highway Department

Federal-Aid
Project No. I-5-4(48)193

JUDKINS POINT INTERCHANGE SECTION

OF THE PACIFIC HIGHWAY IN LANE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, March 14, 1962

Type Code X002
Overhead Sign Structure (Sta. 208+00)(Contract 6042)

Overhead Sign Structure	All Required	$ 9,142.00
	Subtotal	$ 9,142.00
	10% Engr. & Cont.	914.00
	Total	$10,056.00

Length of Project - - - 0.000 Mile

Federal Funds -	$ 9,200.00
State Funds -	856.00
	$10,056.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid
Project No. I-5-4(48)193

JUDKINS POINT INTERCHANGE SECTION

OF THE PACIFIC HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, January 30, 1962

Type Code Y002
Overhead Sign Structure (Sta. 208+00)

Overhead Sign Structure	All Required	$14,000.00
	Subtotal	$14,000.00
	10% Engr. & Cont.	1,400.00
	Total	$15,400.00

Length of Project - - - - - - 0.000 Mile

Federal Funds -	$14,000.00
State Funds -	1,400.00
	$15,400.00

RECEIVED
AUG 7 - 1963
FOR FILING

August 7, 1963

American Insurance Co.,
McLaughlin Bldg.,
1220 SW Columbia
Portland 1, Oregon

Gentlemen:

On July 1, 1963, we wrote to you concerning release of final payment on contract #6042, awarded to Electrical Products Corp. of Oregon, for sign bridge installation on the Judkins Point Interchange Section of Pacific Highway in Lane County.

Final payment on this contract is $892.49 and the total contract amount is $10,356.00, including $24.00 for work performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: American Insurance Co.,
Gerlinger, Richards & Arnold Co.,
201 American Bank Bldg.,
Portland, Oregon

cc: Electrical Products Corp. of Oregon
3500 SW Bond Avenue
Portland 1, Oregon

cc: C. H. Maison
Attn.: John Herr

RECEIVED
JUL 1 - 1963
FOR FILING

July 1, 1963

American Insurance Co.,
McLaughlin Bldg.,
1220 SW Columbia
Portland 1, Oregon

Gentlemen:

Contract #6042 awarded to Electrical Products Corp. of Oregon for sign bridge installation on the Julkins Point Interchange Section of Pacific Highway in Lane County was completed June 11, 1963 and accepted by the Highway Commission on June 28, 1963.

Final payment will be released to the contractor as soon as payment processing can be completed, but not before July 9, 1963.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: American Insurance Co.,
Gerlinger, Richards & Arnold Co.,
American Bank Bldg.,
Portland, Oregon

cc: Electrical Products Corp. of Oreg.,
3500 SW Bond Avenue
Portland 1, Oregon

cc: L. H. Young
C. H. Matson
Attn.: John Herr

RECEIVED
JUL 1 - 1963
FOR FILING

June 28, 1963

Oregon State Highway Commission

Gentlemen:

Work was completed June 11 on Contract No. 6042. The contract was with the Electrical Products Corporation and was for work on the Judkins Point Sign Bridge on the Pacific Highway in Lane County.

As the contractor has completed all work according to specifications, I recommend that you accept the project, effective June 28, 1963, and that you concur in this procedure at the Commission meeting on July 18.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Mr. Floyd Query
Mr. R. L. Porter
Mr. P. M. Stephenson
Mr. V. D. Wolfe
Mr. Ivan Merchant
Mr. L. H. Young
Mr. C. H. Maison

PMS:er

FORM E-30 50M 11-61 40290

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 27, 1963

SUBJECT: Judkins Pt. Sign Bridge
Contract No. 6042

To: Mr. P. M.Stephenson
Ass't. State Highway Engineer

Electrical Products Corp. completed work on Contract No. 6042, Judkins Point Sign Bridge on Pacific Highway in Lane County on June 11, 1963. This contract is ready for acceptance by the Commission.

This is a Federal Aid Project. We have a statement from the Bureau of Public Roads that they have inspected the contract work and are accepting that part of the project as complete.

Ivan D. Merchant
Bridge Engineer

CAG:vt

cc: H. S. Cox
L. H. Young
C. H. Maison

RECEIVED
JUN 28 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED

FORM E-30X—50M—10-62 46023

I - 4(4)1
6042

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 8, 1963

To: MEMO TO THE FILES

SUBJECT: Subcontracting by Elec. Prod. Corp.
Contracts 6191, 6042, 6093, 6132

An investigation has been made to determine whether Electric Products Corporation of Portland has been subcontracting work on their contracts without approval. The following contracts were checked:

6042 Judkins Point Sign Bridge
6093 Judkins Point-Cottage Grove Signing
6132 Irrigon Junction Signing
6191 Nevada Ave. (Klamath Falls) Signing

Mr. Juve of the Construction Division inspected the books of the company on 6042 and 6132, both of which are completed. These books showed that all persons working on the project were carried on the prime contractor's payroll, and there were no subs of record.

The Division offices made similar checks on 6093 and 6191, which are still under way, with similar results. One subcontract of record exists on 6191 for the driving of piling. When work resumes on these two projects, the employees will be interviewed to determine who issues the payroll checks. A further report will be made after these interviews are completed. No work is being done on these projects at the time the abovementioned investigations were made.

C. H. Baker
Ass't. Field Construction Engineer

CHB:bjh

cc: L. P. Shaw
I. D. Merchant

RECEIVED
APR 8 1963
OFFICE
STATE HIGHWAY ENGINEER

RECEIVED
SEP 10 1962
FOR FILING
6042

September 6, 1962

Mr. A. E. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Dear Sir:

Mr. Mark French of your Portland office, called recently stating that Mr. Robert Nelson of the Traffic Safety Supply Company, had contacted him in regard to sign contracts awarded to the Electrical Products Corp.

Mr. Nelson stated that the Electrical Products Corp. was acting as a broker and was subcontracting all or a substantial part of the sign contracts. In checking into this matter, we have found that six sign contracts have been awarded to the Electrical Products Corp. Three such contracts, the Jenkins Point Interchange Section Signing Contract, Project No. I-5-4(48)193; the Jenkins Point-Cottage Grove Section Signing Contract, Project Nos. I-5-3(26)175 and I-5-3(38) 6093 190; and the Irrigon Junction Interchange Section Signing Contract, Project No. I-082-5(7)166, have no registered subcontractor. 6132

In three contracts there were registered subcontractors. The Sandifer-Booster Rock Section Signing Contract, Project Nos. 5549 I-082-2(7)15 and I-082-1(11)14, in the amount of $32,353.41 had two subcontractors. This was for the installation of steel and wood posts in the amount of $3,648.37 and to furnish and drive piling in the amount of $4,755, which was a total of 17 percent of the over-all contract price.

The Olds Ferry-Idaho Line Section Signing Contract, Project 5596 Nos. I-082-3(9)351 and I-082-3(8)372, in the amount of $56,699.77 had two subcontractors. The electrical work was subcontracted for a total of $500 and the installation of signs and sign supports for $7,644.93. The subcontracts amount to 14 percent of the total contract price.

The Washington County Line-Highlands Interchange Section 5743 Illumination and Signing Contract, Project Nos. F-318(6) and U-318(4), in the amount of $39,622.68, had one subcontract. This was for the sign structures at $17,238.10, or a total of 28.9 percent of the over-all contract price.

Based upon these data, it does not appear that Electrical Products Corp. has been in violation of the provision of the specifications, which requires that subcontracts not exceed 50 percent of the over-all contract cost.

We attach for your information a list of sign contracts wherein either the Electrical Products Corp. or the Traffic Safety Supply Company have been involved. You will note that the Traffic Safety Supply Company (Mr. Robert Haines) has been the sign supplier on the greatest bulk of signs furnished.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

Attachment

cc Forrest Cooper
G. S. Paxson
F. B. Crandall

VPJ:pk: ajw

Contracts Involving Traffic Safe
as Sign Supplier or Sign Install

Section	Contract No.	Contractor	Sign Supplier	Regis
Sundial-Rooster Rock	5519	Electrical Prod.	TSSC	Asso. Outdoor A
Interstate Bridge 1/	5532	Olson Electric	TSSC	General Constru
Corvallis	5551	Lord Bros.	TSSC	None
Redwood Hwy. Interchange	5553	Electric Corp.	TSSC	None
Linn Co. Line-McKenzie River	5573	Roy L. Houck	TSSC	Ed Livingston -
Multnomah Falls-Dodson	5574	Dorman Constr.	TSSC	Hwy. Protection
The Dalles-Eightmile Creek	5576	Korstad	TSSC	Harold Allen -
Davis Slough-Bullards Bridge	5584	Central Paving	TSSC	None for Signi
Hood River-Shogren	5589	Rogers Constr.	TSSC	Asso. Outdoor A
Olds Ferry-Idaho Line	5596	Electrical Prod.	TSSC	None
Ferry St. Southbound Off-Ramp	5614	Hannan Bros.	TSSC	None
Sandy River-Multnomah Falls	5621	Gibbons & Reed	TSSC	Roger Anderson
N. Albany-Lane Co. Line	5669	G & K Sign Co.	TSSC	Butler & Hart -
Washington Co. Line-Highlands Interchg.	5743	Electrical Prod.	TSSC	C & S. Electric
McKenzie-Bend Hwy. Interchange	5759	Babler Bros.	TSSC	Korstad Inc. -
Rice Hill-N. Oakland Junction	5812	Roy L. Houck	TSSC	Willamette Tug
Evans Creek-Rock Point	5834	Roy L. Houck	TSSC	Serra Elec. - F
Baker-Pleasant Valley	5868	Frank Bauline	TSSC	Owen McIntyre E
Str. 'A' Banfield Interchange	5871	Kuckenberg Const.	TSSC	Hwy. Protection
SE 9th to SW 4th - Pendleton	5891	S. D. Spencer	TSSC	None for Signin
Dodson-Bonneville	5950	Rogers Construc.	TSSC	R & M Const. -
Deadman's Pass-Meacham	5953	Hwy. Steel Constr.	TSSC	TSSC Furnish &
Rock Pt. - Seven Oaks	5961	Peter Kiewit	TSSC	TSSC Install Si
Powers Jct. - Sugarloaf Mtn.	5988	Calkins & Burch	TSSC	None for Signin
N. Klamath Falls Interchange	6007	Asphalt Paving	TSSC	None (To date 8
Athena-Blue Mtn. & Weston	6009	Crick & Sons	TSSC	TSSC Furnish &
102nd. Exit Ramp	6026	Warren Nwst.	TSSC	Vern Hoaglin Co
West Salem	6046	Slate & Hall	TSSC	J.C. Denton & S
Hayesville-Judkins Pt.	6066	TSSC	TSSC	TSSC Furnish &
12th St. - N. Ashland	6089	Slate & Hall	TSSC	TSSC Furnish &
				R & M Construct
				TSSC - Furnish &

1/ Non-Interstate Project - Federal Aid Funds not used on this project.

olving Traffic Safety Supply Co. (TSSC)
ier or Sign Installation Sub-Contractor

ier	Registered Sub-Contractors	Type of Sub.-Contr.	Contr. Amt.	Sub Amt. and %
C	Asso. Outdoor Adver. - Inst. Steel & Wood Posts	Lump Sum	32,353.41	3,648.37 = 11%
	General Construction - Furnish & Drive Piling	Lump Sum		1,755.00 = 5%
C	None	- - -		
C	None	- - -		
C	Ed Livingston - All Painting	Unit Pr.	67,630.00	792.00 = 1.17%
	Hwy. Protection Corp. - Furnish & Install Signs	Unit Pr.		14,063.35 = 20.79%
	Harold Allen - Furn. & Inst. Metal Posts & Btfly	Unit Pr.		9,213.30 = 13.62%
C	None for Signing or Related Work	- - -		
C	Asso. Outdoor Advert. - Furn. & Inst. Signs & Supp.	Unit Pr.		
C	None			
C	None			
C	None for Signing or Related Work	- - -		
C	Roger Anderson Elec. Co. - Elec. Work Complete	Lump Sum	56,699.77	500.00 = .88%
	Butler & Hart - Inst. Signs & Sign Supports	Lump Sum		7,649.43 = 13.5%
	C & S. Electric - Sign Illumination	Lump Sum		
	Korstad Inc. - Furn. & Install Signs & Supports	Unit Pr.	313,815.00	17,498.00 = 15%
C	Willamette Tug & Barge Co. - Furn. & Dr. Piling	Unit Pr.	88,996.45	3,360.00 = 4%
	Serra Elec. - Furn & Inst. Sign Illumination	Lump Sum		3,907.00 = 4.4%
C	Owen McIntyre Elec. Co. - Sign Structures	Unit Pr.	59,622.68	17,238.10 = 28.9%
C	Hwy. Protection Div. - Furn. & Inst. Signs & Supp.	Unit Pr.	149,646.00	14,945.00 = 10%
C	None for Signing or Related Work (To date 8/3/62)	- - -		
C	R & M Const. - Furn. & Inst. Signs & Supports	Unit Pr.		
C	TSSC Furnish & Install Signs & Supports	Unit Pr.		
C	TSSC Install Signs	Unit Pr.		14,291.30 = 1.5%
C	None for Signing	- - -		
C	TSSC Furnish & Install Signs & Supports	Unit Pr.		
C	None (To date 8/3/62)	- - -		
C	TSSC Furnish & Inst. Signs & Supp. (Exc. Pile)	Unit Pr.		
C	Vern Hoaglin Const. -Furn.& Inst. Signs & Supports	Unit Pr.		
C	J.C. Denton & Sons - Furn & Inst. Signs & Supports	Unit Pr.		
C	TSSC Furnish & Install Signs & Supports	Unit Pr.		
C	TSSC Furnish & Install Signs & Supports	Unit Pr.		
C	TSSC Furnish & Install Sign & Wood Posts	Unit Pr.		
C	R & M Construction - Drive Pile	Unit Pr.	73,529	5,146.00 = 7%
C	TSSC - Furnish & Install Signs & Supports	Unit Pr.		

Section	Contract No.	Contractor	Sign Supplier	Reg
Swalley Canal-E. Revere	5959	R. L. Coats	Elec.Prod	J. C. Denton Supports
Judkins Pt. Sign Bridge	6042	Electrical Prod.	No Signs	None to date
Judkins Pt.-Cottage Grove	6093	Electrical Prod.	Elec.Prod	None to date
Irrigon Jct.	6132	Electrical Prod.		None to date

Registered Sub-Contractors	Type of Sub.-Contr.	Contr. Amt.	Sub Amt. and %
J. C. Denton & Sons-Furnish & Install Signs & Supports	Unit Price		
None to date 8/30/62			
None to date 8/30/62			
None to date 8/30/62			

RECEIVED
AUG 1 1962
FOR FILING

COMMERCIAL FORM 11-61 40230

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 31, 1962

SUBJECT:

To: MEMO TO FILE

Baird French gave me the following information by telephone this date:

Mr. French stated that a gentleman by the name of Nelson was contending that the Electrical Products Corporation, who is a contractor on State work, was violating the provisions of federal regulations involving subcontractors; namely, that it was acting as a broker and was subcontracting all or a substantial part of State FA contracts. Mr. Nelson had retained an attorney, Kenneth Baines of the firm Wheelock, Richardson, & Niehaus to represent him in this matter. Mr. Nelson apparently wanted the attorney to take this matter up with the FBI or somebody. Mr. Baines had contacted Mr. French and, in Mr. French's opinion, did not seem very exercised about the matter and did not seem to know how to proceed.

Mr. Edwards is making an investigation of this matter.

Original signed
Forrest Cooper

Forrest Cooper
State Highway Engineer

FC:fn

cc G. S. Paxson
R. L. Porter
Tom Edwards
Victor D. Wolfe
Ivan Merchant
L. I. Lindas

Send Copy to Crandell sent. 8-1-62 jw

RECEIVED
JUN 26 1962
FOR FILING

COMMISSIONERS
[illegible] L. Jackson, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

D Cook

June 25, 1962

Mr. A. W. Parsons
Division Engineer
U. S. Bureau of Public Roads
477 N. E. Cottage St.
Salem, Oregon

Re: Judkins Point Sign Bridge
Contract No. 6042
FAP No. I-5-4(48)193

Dear Mr. Parsons:

Electrical Products Corp. of Oregon began work on the Judkins Point Sign Bridge project in Lane County on the Pacific Highway, Contract No. 6042, FAP No. I-5-4(48)193, on June 21, 1962.

Very truly yours,
ORIGINAL SIGNED
IVAN D. MERCHANT

Ivan D. Merchant
Bridge Engineer

NOTED
FLOYD QUERY

CAG:dl
cc: Floyd Query
D. B. Parkes
J. W. Nash

RECEIVED
MAR 29 1962

FORM E-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

6042

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER

G. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

March 28, 1962

American Insurance Co.,
McLaughlin Bldg.,
1220 SW Columbia
Portland 1, Oregon

Gentlemen:

Enclosed is a copy of a contract awarded by the State Highway Commission, the details of which are given below.

We are sending you this copy for your files as you appear as surety on the performance bond furnished by the contractor.

Contract #6042, awarded March 2, 1962, to Electrical Products Corp. of Oregon for sign bridge installation on the Judkins Point Interchange on Pacific Highway in Lane County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
MAR 28 1962

FORM E-123

FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

March 28, 1962

Electrical Products Corp. of Oregon
3500 SW Bond Avenue
Portland 1
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #6042, awarded March 2, 1962, for sign bridge installation on the Judkins Point Interchange on Pacific Highway in Lane County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

RECEIVED
MAR 13 1962
FOR FILING

M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
O. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10
March 13, 1962

Electrical Products Corp. of Oregon
3500 SW Bond Avenue
Portland 1
Oregon

Gentlemen:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission, as follows:

Contract #6042, awarded March 2, 1962, for sign bridge installation on the Judkins Pt. Interchange on Pacific Highway in Lane County.

Please execute two of these copies as to contract and bond, and return both copies to this office for execution by the Highway Commission. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT SO IT WILL NOT BE NECESSARY TO RETURN THE FORMS TO YOU FOR CORRECTION.

The third copy of the contract, on the cover of which is stamped "ADVANCE COPY to be Retained by Contractor", is furnished for your information pending receipt of a copy containing the signatures of the State Highway Commission.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
MAR 5 1962

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER

G. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

6042

March 2, 1962

Electrical Products Corp. of Oregon
P. O. Box 1109
Portland 7, Oregon

Gentlemen:

The State Highway Commission on March 2, 1962 awarded to you State Highway Contract No. 6042 for the following project:

Jookins Point Sign Bridge Installation
on Pacific Highway in Lane County.

This award was based on your bid of $2,142.00 which was the low bid submitted to the Commission on February 27, 1962 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant

FORM CD-121
(9-32-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. NE
Salem, Oregon

DATE: March 2, 1962

TO : Forrest Cooper, State Highway Engineer
Salem, Oregon

6042

FROM : C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

Young
MAR 6 1962

SUBJECT: Oregon Project I-5-4(48)193

This is to advise of our prior concurrence as of this date in award of Contract No. 6042 for Oregon Project I-5-4(48)193, Judkins Point Section, Pacific Highway (Overhead Sign Structure), to Electrical Products Corporation of Oregon of Portland, Oregon, low bidder in the amount of $9,142.00 at the February 28, 1962 bid opening.

cc: Region
Washington

RECEIVED
MAR 5 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

I-5-4(46) Halsey Interch.-McKenzie 1962
198 River Sec., Pacific Hwy.
#6043 (roadside improve.)

RECEIVED
OCT 15 1968

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 10, 1968

To:

Mr. R.D. Asburry
Division Engineer
East Salem Shop Area
Salem, Oregon

SUBJECT: Termination of
Location Survey Prefix
SP O'xing-Judkins Point Section
Pacific Hwy - Linn County

Please be advised that the location prefix number 622-1968 is no longer open for charges. The prefix is cancelled for the following reason:

"This survey was set as a landscape project and contracting was done under the name Halsey Interchange-McKenzie River contract (6043) awarded March 2, 1962."

Charges after receipt of this letter against the old number will not be accepted.

F.D. Morgan
Construction Engineer

By D.J. Barbee

D.J. Barbee
Assistant Construction Engineer

PLC:jp

cc: C.H. Maison
L.H. Young
Frank Hall (905)
Ivan Merchant (906)
A.D. Olson (907)
Don Trout (908)
Floyd Scott (909)
F.W. Yarbrough (910)
F.B. Crandall (911)
Mark Astrup (912)
D.H. Moehring (913)
Phil Preston (914)
Fred Jeter (916)
W.H. Tebeau (918)

NOTED
F. B. KLABOE

RECEIVED
MAR 18 1964
FOR FILING
6043

March 18, 1964

American Surety Co.,
600 Yeon Bldg.,
Portland 4
Oregon

Gentlemen:

On March 12, 1964, we wrote to you concerning release of final payment on contract #6043, awarded to Solomon Aichele, for roadside improvement on the Halsey Interchange-McKenzie River Section of Pacific Highway in Linn-Lane Counties.

Final payment on this contract is $3,571.72 and the total contract amount is $40,576.78, including $631.39 for work performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Mr. Solomon Aichele
11360 SE Stevens
Portland 66
Oregon

cc: C. H. Maison
Attn.: John Herr

RECEIVED
MAR 12 1964
FOR FILING

March 12, 1964

American Surety Co.,
Portland Office
600 Yeon Bldg.,
Portland 4, Oregon

Gentlemen:

Contract #6043 awarded to Solomon Aichele, for roadside improvement on the Halsey Interchange-McKenzie River Section of Pacific Highway in Linn-Lane Counties, was completed February 14, 1964, and accepted by the Highway Commission on March 12, 1964.

Final payment will be released to the contractor as soon as payment processing can be completed, but not before March 19, 1964.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: Mr. Solomon Aichele
11360 SE Stevens
Portland 66, Oregon

cc: L. H. Young
C. H. Maison
Attn.: John Herr

RECEIVED
MAR 10 1964
FOR FILING

I 4 (2)
6042

March 10, 1964

Oregon State Highway Commission

Gentlemen:

Work was completed February 14 on Contract No. 6043, and was for roadside improvement on the Halsey Interchange-McKenzie River Section of the Pacific Highway in Linn and Lane Counties. The contractor was Solomon Nichols.

As the contractor has completed all work according to specifications, I recommend that you accept the project.

This matter will appear on the agenda for the Highway Commission meeting on March 12.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Nelson

LPS:ajw bbc

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MAR 12 1964
FOR FILING

March 10, 1964

American Surety Co.,
600 Yeon Bldg.,
Portland 4
Oregon

Gentlemen:

Semi-final payment on contract #6043 for roadside improvement on the Halsey Interchange-McKenzie River Section of Pacific Highway in Linn-Lane Counties, will be released to the contractor, Solomon Aichele, after March 17, 1964.

This payment of $726.37 reduces the retained percentage to $3,571.72.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Mr. Solomon Aichele
11360 SE Stevens
Portland 66, Oregon

cc: C. H. Maison
Attn.: John Herr

RECEIVED
MAR 10 1964
FOR FILING

Salem, Oregon
March 9, 1964

Acceptance of Contract

Mr. L. P. Shaw
Assistant Highway Engineer

OFFICE

All work on the following contract is satisfactorily completed. It is ready for acceptance by the State Highway Commission:

Contract No. 6043 with Solomon Aichele for roadside improvement on the Halsey Interchange-McKenzie River Section of the Pacific Highway in Linn and Lane Counties, completed February 14, 1964.

L. H. Young
Office Engineer

DBP:lt

cc: Floyd Quary
C. H. Maisen
F. D. Morgan

RECEIVED
MAR 3 - 1964
FOR FILING

March 2, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith are three copies of Materials Report, Form PR-47, as prepared by our engineer on Contract No. 6043, Halsey Interchange-McKenzie River Section, in Linn and Lane Counties, Federal Project No. I-5-4(46)198.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:bb

Enc.

FORM E-1 (REV. 8-61)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER		WEEK ENDING: Feb. 29, 1964
SECTION: Halsey Inter-McKenzie River		SECTION PREFIX: 622-1013
HIGHWAY: Pacific		COUNTY: Linn & Lane
NAME OF JOB: Halsey Interchange-McKenzie River	KIND OF WORK: Roadside Improvement	
CONTRACTOR: Solomon Aichele	CONTRACT NUMBER: 6043	FEDERAL AID PROJECT NUMBER: I-5-4(46)198
DATE OF CONTRACT: March 2, 1962	DATE WORK STARTED: August 17, 1962	ESTIMATED COMPLETION DATE:
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: SUPERVISION:	SPECIFIED WORK DAYS: 135	WORK DAYS USED: 123
PROJECT AUTHORIZATION: $ 50,673.38	ENGINEERING AUTHORIZATION: $ 3,603.44	PERCENT OF TIME ELAPSED: 91
EXCLUSIVE OF ENGINEERING: $ 47,069.94	ENGINEERING COST TO DATE: 8290	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 44,000	PERCENT OF AUTHORIZATION: 230 %	
ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN - 6.4 %	DATE PROJECT WAS COMPLETED: Feb. 14, 1964	

preparation planting

ESTIMATED PERCENT COMPLETE

~~CLEARING~~	~~GRUBBING~~	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.	
100	100						

Roadside Improvement

	~~CLEARING~~	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	17.18				
MILES PARTIALLY COMPLETED					
MILES COMPLETED	17.18				
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			
MONDAY	fair		
TUESDAY	"		
WEDNESDAY	"		
THURSDAY	"		
FRIDAY	shrs		
SATURDAY			

NOTED
JOHN R. OAKES

CONSTRUCTION DIVISION
RECEIVED
MAR 2 1964
NOTED

CE ACE ACE COE

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK	
SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

Project completed.

Semi-final estimate submitted to Division Office Friday.

FINAL REPORT

SIGNED A. M. Stowell

ADDRESS 3400 Spicer Road, Albany

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

RECEIVED
FEB 19 1964
FOR FILING

February 18, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on February 14, 1964, on Contract No. 6043, Halsey Interchange-McKenzie River (Roadside Improvement) Section in Linn and Lane Counties in connection with Federal-Aid Project No. I-5-4(46)198.

We request that your office inspect the contract work and return a signed copy of this letter indicating acceptance or listing below any items or conditions of the contract which would prevent your final acceptance of the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement Date:_____

Conditions noted on above date:

A. W. Parsons
Division Engineer

CT:mb
cc: H. S. Cox

RECEIVED
JAN 18 1963
FOR FILING
I-4(46)12
6043

January 18, 1963

Linn County Assessor
Box 470
Albany, Oregon

Attention: Mr. Henry Brindley
Industrial Appraiser

Gentlemen:

This is in reply to your letter of January 17 concerning a landscape contractor doing work on Interstate 5 in your county by the name of Aichele.

Our records indicate that Solomon Aichele has Contract No. 6043 in Linn and Lane Counties for roadside improvement on the Halsey Interchange-McKenzie River Section of the Pacific Highway.

His mailing address is 11360 S. E. Stevens, Portland 66, Oregon.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fkn

LEO LARSEN
CHIEF DEPUTY

MARGUERITE STARR
OFFICE MANAGER

JIM JOHNSON
CHIEF DRAFTSMAN

HENRY BRINDLEY
INDUSTRIAL APPRAISER

LINN COUNTY, OREGON

OFFICE OF
AL BROWN, ASSESSOR
BOX 470
ALBANY, OREGON

January 17, 1963

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

It has come to the attention of this office that a landscape contractor by the name of Aichele has been working on the section of Interstate #5 between the Harrisburg and Halsey interchange.

He has several items of machinery that should be reported to the Linn County Assessor for valuation and taxation for the 1963-64 tax year. May we ask your assistance in obtaining the address of this contractor so that we may send a Personal Property form to report this machinery.

Thank you in advance for any information you may be able to extend at this time.

Sincerely,

AL BROWN, Assessor
Linn County, Oregon

Henry Brindley

By: Henry Brindley
Industrial Appraiser

HB:lg

Cec,
please reply
16

NOTED
C. W. HEAD

RECEIVED
JAN 18 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 4 1963
FOR FILING

6043

January 4, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Price Agreement No. 2 covering the purchase of Bearberry plants from State-controlled source, by the contractor on the Halsey Interchange-McKenzie River Section of the Pacific Highway in Linn and Lane Counties, Contract No. 6043, in connection with Federal-Aid Project No. I-5-4(16)196.

Please refer to Mr. T. Doe's letter dated November 27, 1962, concurring in our proposal to furnish the contractor 25,000 Bearberry plants at $0.15 each.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:lt
Enc.

RECEIVED
DEC 5 1962
FOR FILING

6043

December 4, 1962

Mr. A. M. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 4 covering the draining of planting pits on the Halsey Interchange-McKenzie River Section of the Pacific Highway in Linn and Lane Counties, Contract No. 6043, in connection with Federal-Aid Project No. I-5-4(46)198.

It is necessary to construct drains to drain planting pits which were constructed in clay soil that will not drain. Ditches will be constructed and backfilled with selected topsoil material through which the water can drain from the planting pits.

This work was verbally recommended for approval by the BPR Area Engineer November 30, 1962. Your approval of the order as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mmb
Enc.

RECEIVED
NOV 28 1962
FOR FILE

477 Cottage St. N.E.
Salem, Oregon

November 27, 1962

Forrest Cooper, State Highway Engineer
Salem, Oregon

T. Dee, Assistant Division Engineer
Salem, Oregon

08-35.4NA

Oregon Project I-5-4(16)198, Halsey Interchange-McKenzie River Roadside Improvement

We are in receipt of your letter of November 20, 1962, requesting approval of your proposal to allow the contractor on subject project to purchase State owned Dearberry plants at $0.15 per plant, said price to be deducted from payments to the contractor.

We concur in your proposal.

RECEIVED
NOV 28 1962
OFFICE OF
STATE HIGHWAY ENGINEER

original To Morgan
copy To Young
11-28-62

NOTED
R. L PORTER

RECEIVED
NOV 14 1962
FOR FILING

November 14, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering planting pits and beds prepared as shown on plans on the Halsey Interchange-McKenzie River Section of the Pacific Highway in Linn and Lane Counties, Contract No. 6043, in connection with Federal-Aid Project No. I-5-4(46)198.

Some of the planting pits and beds as shown on the plans have been prepared. Locations have been determined as being unsuitable due to planned expansion of the Oak Grove Rest Area parking and high water table in other areas. The revision of the rest area is being programmed.

This Order covers preparation of the beds which are to be substituted for those already completed by the contractor.

This work was verbally recommended for approval by the BPR Area Engineer, October 19, 1962. Your approval of the Order as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. N. Young
Office Engineer

DBP:bb

Enc.

RECEIVED
AUG 24 1962
FOR FILING

I-5-4(46)198
6043

August 23, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

This is to advise you that work was started on August 17, 1962, on Contract No. 6043, Halsey Interchange-McKenzie River Section in Linn and Lane Counties, in connection with Federal-aid Project No. I-5-4(46)198.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mmb

RECEIVED
MAY 9 1962
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

6043

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

May 9 1962

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Mr. Solomon Aichele
11360 SE Stevens
Portland 66
Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #6043, awarded March 2, 1962, for roadside improvement on the Halsey Interchange-McKenzie River Section of Pacific Highway in Linn-Lane Counties.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

RECEIVED
MAY 9 1962
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

6043

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

May 9, 1962

American Surety Co.,
600 Yeon Bldg.,
Portland 4
Oregon

Gentlemen:

Enclosed is a copy of a contract awarded by the State Highway Commission, the details of which are given below.

We are sending you this copy for your files as you appear as surety on the performance bond furnished by the contractor.

Contract #6043, awarded March 2 1962, to Solomon Aichele for roadside improvement on the Halsey Interchange-McKenzie River Section of Pacific Highway in Linn-Lane Counties.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

RECEIVED
APR 25 1962
FOR FILING

C-O 46043

State

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.
4-62

PROJECT REPORT NO.
I-5-4(46)198
4

FORM PR-2 (REV. 6-61)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

STATE: **Oregon**

COUNTY: **Linn & Lane**

PROJECT NO.: **I-5-4(46)198**

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

US 99 Halsey Interchange to McKenzie River

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	2-6-62	17.1
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 49,547.00	$ 43,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By _____

ASSISTANT State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

XX C. G. Polk
(Division Engineer)

By: L. R. Backlund
Acting Administrative Manager

Date executed by Division Engineer April 13, 1962

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

April 12, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement signed by a Highway official for the Halsey Interchange-McKenzie River Section, Project No. I-5-4(46)198.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. M. Young
Office Engineer

RNC:mmb

March 14, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Halsey Interchange-McKenzie River Section, Project No. I-5-4(46)198.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

[redacted]:bb

Oregon State Highway Department

Federal-Aid
Project No. I-5-4(46)198

HALSEY INTERCHANGE-McKENZIE RIVER SECTION

OF THE PACIFIC HIGHWAY IN LINN AND LANE COUNTIES

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, March 14, 1962

Type Code 7005
Roadside Improvement (Sta. 2069+39 thru Equa. 2674+61.46=13+30.17 to Sta. 335+72)
(Contract 6043)

Furnishing and Placing Topsoil	1,200 cu.yd.	$2.75	$ 3,300.00
Furnishing and Planting Trees	2,400 only	5.42	13,008.00
Furnishing and Planting Shrubs	6,200 only	1.45	8,990.00
Furnishing and Planting Vines, Bearberry	27,900 only	0.29	7,975.00
Furnishing and Planting Vines, English Ivy	3,900 only	0.15	585.00
Furnishing and Planting Vines, St. Johnswort	20,100 only	0.15	3,015.00
Inorganic Fertilizer, 10-16-8	120 cwt.	5.00	600.00
Manure Fertilizer	540 cu.yd.	5.00	2,700.00
Mulch Material	420 unit	11.00	4,620.00
			44,793.00
Flagging (57½¢ of Contractor's Cost)	All Required		250.00
		Subtotal	45,043.00
		10% Engr. & Cont.	4,504.00
		Total	49,547.00

Length of Project - - - - - - - 17.166 Miles
Cost of Project Per Mile- - - $2,882.98

Federal Funds -	45,000.00
State Funds -	4,547.00
	49,547.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid
Project No. I-5-4(46)198

HALSEY INTERCHANGE-MCKENZIE RIVER SECTION

OF THE PACIFIC HIGHWAY IN LINN AND LANE COUNTIES

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, November 30, 1961

Type Code Y005
Roadside Improvement (Sta. 2089+50 thru Equa. 2674+61.46=13+38.17 to Sta. 335+70)

Furnishing and Placing Topsoil	1,200 cu.yds.	$ 2.50	$ 3,000.00
Furnishing and Planting Trees	3,000 only	6.50	19,500.00
Furnishing and Planting Shrubs	7,000 only	4.00	28,000.00
Furnishing and Planting Vines, Bearberry	27,500 only	0.40	11,000.00
Furnishing and Planting Vines, English Ivy	3,900 only	0.30	1,170.00
Furnishing and Planting Vines, St. Johnswort	20,100 only	0.30	6,030.00
Inorganic Fertilizer, 10-16-8	130 CWT	5.00	650.00
Manure Fertilizer	480 cu.yds.	5.00	2,400.00
Mulch Material	420 units	12.50	5,250.00
			$77,000.00
Flagging (57½% of Contractor's Cost)	All Required		250.00
	Subtotal		$77,250.00
	10% Engr. & Cont.		7,725.00
	Total		$84,975.00

Length of Project - - - - - - - 17.186 Miles
Cost of Project Per Mile - - $4,944.43

Federal Funds - - - - - - -

Oregon State Highway Department

Federal Aid
Project No. I-5-4(46)198

HALSEY INTERCHANGE-McKENZIE RIVER SECTION

OF THE PACIFIC HIGHWAY IN LINN AND LANE COUNTIES

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, January 29, 1962

Type Code X005
Roadside Improvement (Sta. 2089+50 thru. Equa 2674+61.46 = 13+38.17 to Sta. 335+70)

Furnishing and Placing Topsoil	1,200 cu.yds.	$ 2.50	$ 3,000.00
Furnishing and Planting Trees	2,500 only	6.50	16,250.00
Furnishing and Planting Shrubs	6,300 only	4.00	25,200.00
Furnishing and Planting Vines, Dearberry	27,500 only	.40	11,000.00
Furnishing and Planting Vines, English Ivy	3,900 only	.30	1,170.00
Furnishing and Planting Vines, St. Johnswort	20,100 only	.30	6,030.00
Inorganic Fertilizer, 10-16-8	120 cwt.	5.00	600.00
Manure Fertilizer	540 cu.yds.	5.00	2,700.00
Mulch Material	420 units	12.50	5,250.00
			$71,200.00
Flagging (57½% of Contractor's Cost)	All Required		250.00
	Subtotal		$71,450.00
	10% Engr. & Cont.		7,145.00
	Total		$78,595.00

Length of Project - - - - - - - - - - - 17.186 miles
Cost of Project Per Mile - - - - - - - $4,573.19

Federal Funds -	$72,000.00
State Funds -	6,595.00
	$78,595.00

Oregon State Highway Department

Federal Aid
Project No. I-5-4(46)198

HALSEY INTERCHANGE-MCKENZIE RIVER SECTION

OF THE PACIFIC HIGHWAY IN LINN AND LANE COUNTIES

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, February 2, 1962

Type Code Y005
Roadside Improvement (Sta. 2089+50 thru Equa. 2674+61.46=13+38.17 to Sta. 335+70)

Furnishing and Placing Topsoil	1,200 cu.yds.	$ 2.50	$ 3,000.00
Furnishing and Planting Trees	2,400 only	6.50	15,600.00
Furnishing and Planting Shrubs	6,200 only	4.00	24,800.00
Furnishing and Planting Vines, Bearberry	27,500 only	0.40	11,000.00
Furnishing and Planting Vines, English Ivy	3,900 only	0.30	1,170.00
Furnishing and Planting Vines, St. Johnswort	20,100 only	0.30	6,030.00
Inorganic Fertilizer, 10-16-8	120 CWT	5.00	600.00
Manure Fertilizer	540 cu.yds.	5.00	2,700.00
Mulch Material	420 units	12.50	5,250.00
			$70,150.00
Flagging (57½ of Contractor's Cost)	All Required		250.00
	Subtotal		$70,400.00
	10% Engr. & Cont.		7,040.00
	Total		$77,440.00

Length of Project - - - - - - - - - - - 17.186 Miles
Cost of Project Per Mile - - - - - - - $4,505.99

Federal Funds - - - - - - - - - - -

RECEIVED
APR 9 1962
FOR FILING

6145

April 9, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering slope repair for planting on the Halsey Interchange-McKenzie River Section of the Pacific Highway in Linn and Lane Counties, Contract No. 6043, in connection with Federal Aid Project No. I-5-4(46)198.

The slopes on this section have become eroded to such a condition by winter storms that it is necessary to repair them before planting can be done. They were finished under a previous contract and no provision was made in the roadside improvement contract for repair.

This work has been verbally recommended for approval by the BPR Area Engineer.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:bb

Enc.

RECEIVED
APR 2 1962
FOR FILING

6043

March 30, 1962

Mr. Solomon Aichele
11360 SE St evens
Portland 66
Oregon

Dear Sir:

On March 9th we forwarded to you three copies each of the following described contracts (3):

Contract #6040, awarded March 2, 1962, for roadside improvement on the McKenzie River-Willamette River Section of Pacific Highway in Lane County.

Contract #6043, awarded March 2 1962, for roadside improvement on the Halsey Interchange-McKenzie River Section of Pacific Highway in Linn-Lane Counties.

Contract #6045, awarded March 2, 1962, for roadside improvement on the Sandy River-Dodson Section of the Columbia River Highway in Multnomah County.

Will you please return the two copies of each contract to this office with the needed signatures on both the Contract and Bond pages, as no payments can be made on these contracts until they are all completely executed.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

RECEIVED
MAR 19 1962
FOR FILING

6043

March 16, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the Halsey Interchange-McKenzie River Section of the Pacific Highway in Linn and Lane Counties, Contract No. 6043, in connection with Federal Aid Project No. I-5-4(46)198.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:mmb
Enc.

RECEIVED
FORM S-123
MAR 12 1962
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

3 S-11(46) 172
6043

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER

G. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

March 9, 1962

Mr. Solomon Aiebale
11360 SE Stevens
Portland 66
Oregon

Dear Sir:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission as follows:

Contract #6043, awarded March 8, 1962, for roadside improvement on the Halsey Interchange-McKenzie River Section of Pacific Highway in Linn-Lane Counties.

Please execute two of these copies as to contract and bond, and return them to this office for completion. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT.

The third copy of the contract, stamped "ADVANCE COPY to be Retained by Contractor", is furnished for your information pending receipt of a fully executed copy.

The workday count on this contract will begin March 21, 1962.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

cc: L. H. Young
J. D. Walker
Res. Engineer
I. R. Chandler
Res. Engineer
Frank Morgan

PS: Just a reminder to have your signature read the same as your name is given on the Contract and Bond pages. Thank you.

dc

RECEIVED
MAR 1962
FOR FILE
I-5-4(46)198

FORM CD-121 (7-22-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. NE

TO : Forrest Cooper, State Highway Engineer
Salem, Oregon

6043

DATE: March 2, 1962

C.G. Polk

FROM : C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

Young
MAR 6 1962

SUBJECT: Oregon Project I-5-4(46)198

This is to advise of our prior concurrence as of this date in award of Contract No. 6043 for Oregon Project I-5-4(46)198, Halsey Interchange-McKenzie River Section, Pacific Highway (Roadside Improvement), to Solomon Aichele of Portland, Oregon, low bidder in the amount of $44,793.00 at the February 28, 1962 bid opening.

cc: Region
Washington

RECEIVED
MAR 5 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

RECEIVED
MAR 5 1962
FOR FILING

COMMISSIONERS
M. R. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER

G. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

March 2, 1962

Solomon Michels
1120 S. E. Stevens Road
Portland 66, Oregon

Gentlemen:

The State Highway Commission on March 2, 1962 awarded to you State Highway Contract No. 604 for the following project:

Roadside Improvement on Halsey Interchange-McKenzie River Section of the Pacific Highway in Linn and Lane Counties.

This award was based on your bid of $44,790.00 which was the low bid submitted to the Commission on February 26, 1962 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant
Parks Dept.
Attn: Alfred Shirley

FORM CD-121
(9-23-59)

RECEIVED

UNITED STATES GOVERNMENT

Memorandum

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. NE
Salem, Oregon

FOR FILING
I-5-4(46)198
6343

TO : Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: February 6, 1962

FROM : C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

SUBJECT: Oregon Project I-5-4(46)198

We have approved, as of this date, the P. S. and E. documents for the Halsey Interchange - McKenzie River Section of the Pacific Freeway in Linn and Lane Counties (Roadside Improvement).

This is to authorize your advertising for bids contingent upon modification of the special provision concerning establishment period to conform to that previously discussed with this office.

FEE

NOTED
R. L. PORTER

Copy To Young 2-9-62

RECEIVED
JAN 29 1962

FORM CO-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

FOR
I-5-4(46)198

TO : Mr. Forrest Cooper, State Highway Engineer
6043 Salem, Oregon

FROM : C. G. Polk, Division Engineer
08-35.4-DA Salem, Oregon

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

DATE: January 29, 1962

SUBJECT: Oregon Project I-5-4(46)198
Halsey Interchange-McKenzie River Section
Oak Grove Rest Area
Area to be developed

Subsequent to our January 19, 1962 discussion with Mr. Astrup concerning the above subject, we requested a policy interpretation from our Regional office.

They have advised us they consider the stipulation on page 8 of the AASHO policy that "not more than approximately three acres may be developed" to be the measure of the facilities which the AASHO committee felt should be provided. It is the present Bureau position that we will use the policy until notified of a change.

If it is your desire to landscape additional area at your own expense over and above that in which participation can be granted, we will have no objection.

RECEIVED
JAN
OFFICE
STATE HIGHWAY

NOTED
P. M. STEPHENSON

RECEIVED

FORM CO-121 (REV. 7-22-59)

UNITED STATES GOVERNMENT

Memorandum

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

FOR FILE
I-5-4(44)198
643

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: January 9, 1961

FROM : C. G. Polk, Division Engineer
08-35.4-DA Salem, Oregon

SUBJECT: Oregon Project I-5-4(46)198
Roadside Improvement
Halsey Interchange-McKenzie River Section
Pacific Freeway

We are in receipt of your comments of December 29, 1961 relative to subject project in answer to our inquiry of December 12, 1961.

We are unable to ascertain on what basis the determinations of applicability of the purposes of the AASHO policy referred to in your third paragraph were made. We did not at any time state that the purposes were not being followed, rather that the treatment was "somewhat above and beyond" the policy. This we still believe.

Needless to say, since the demise of such a large percentage of the plantings on Project I-5-4(42)216, Santiam Interchange-Halsey Interchange section, we have been increasingly concerned with the varieties of plants used not native to this immediate habitat and placement thereof in this area of poor drainage and soil. As you know we inquired in September, 1961, as to the reasons for this situation and received a report dated September 15, 1961. This listed several steps to be taken to prevent recurrence of such a situation. Neither of the first two steps to be taken appear in the plans or special provisions for this project and application of the third must of necessity be determined through observation of project procedures during the life of the project.

It is our feeling that the same drainage problems exist in this project as existed on the previous one and that no recognition of the problem has been made in the plans or special provisions.

While we appreciate the practical limitations upon use of plants grown in the immediate habitat, the use of such a broad geographical and climatological area as used here seems open to question. Our engineers will be glad to discuss the specific points of controversy with your landscape people at your convenience, either in this office or in the field.

Further, it is our feeling that substantial consideration should be

given to the effect of mature plantings upon the traffic operational characteristics of the highway before the project reaches the P. S. and E. stage, and would recommend such a review by someone in your department qualified in this field be made.

RECEIVED
1-9-62

RECEIVED
JAN 2 1962
FOR FILING
I-5-4(46) 178
6044.3

December 28, 1961

Mr. C. C. Fola
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Oregon Project I-5-4(46)198
Roadside Improvement
Halsey Interchange-
Willamette River
Pacific Freeway

Dear Sir:

The comments relative to the subject roadside improvement project have been carefully reviewed. It is our opinion that the proposal agrees in intent and content with all provisions of the AASHO Policy on Landscape Development.

It has always been the policy of the State Highway Commission to use native plant species except in urban locations. There are practical difficulties inherent in this policy, as frequently nursery-grown native materials are not obtainable and many varieties have poor root systems that preclude collecting. Further, the plants growing immediately adjacent do not always satisfy the functional requirement and it is necessary to extend the range to a larger geographical location. Pearberry and manzanita are prime examples in this contract.

The 'Planting Purposes' listed on pages 13 and 14 of the AASHO policy statement have been carefully checked. All but three of the fourteen purposes listed under the heading "On roadside corners with or without Frontage roads" are applicable, all five purposes listed under the heading 'In Medians" are applicable, and six of the seven purposes listed under the heading "Within Interchanges Or Safety Rest Areas" are applicable. It would thus appear that the AASHO policy is being followed very closely with respect to the location of the trees utilized.

We are thoroughly familiar with the minimum planting clearances from the edge of pavement stated in the policy, and they will be followed. In the case of drawing submitted, plantings must be more or less schematic and the actual locations will be staked by our personnel in compliance with the policy recommendations. Your attention is called to the penultimate paragraph, page 15, which states: "The scale of planting is of major importance on interstate highways. Where grade separations and

bridges occur, tall-growing trees should be used in planting with extensive turf cover or large areas of low groundcover planting..." This provision has been carried out in the subject plans.

The unit costs on this project were based on roadside improvement project bids received during 1961, including projects that did not include an establishment period. According to our records, average bid prices and the estimate are as follows:

	Trees	Shrubs	Vines
Average bid (1961 contracts)	$6.58	$3.99	.28
Estimate on subject project	$6.50	$4.00	.30 & .40

Increases in cost of nursery stock and the inclusion of the establishment period are sound to result in higher unit bid prices. Based on this information we do not believe that our estimates on plant material should be lowered.

This contract and the one immediately to the south have been deferred to a later bid opening. If this communication leaves any questions unanswered on the specific use of plant materials, I suggest that your Landscape Specialist work with our landscape people to resolve them.

I trust that this information will result in your favorable review and approval of the project for the February 28th bid opening.

Yours very truly,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Assistant Highway Engineer

RLPtajw

cc Forrest Cooper
F. D. Morgan
L. H. Young
Mark Astrup

FORM CD-121
10-22-59

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. N.E.
Salem, Oregon

FOR FILE
I-5-4(46)198

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

DATE: December 12, 1961

FROM : C. G. Polk, Division Engineer
08-35.4DA Salem, Oregon

SUBJECT: Oregon Project I-5-4(46)198, Roadside Improvement
Halsey Interchange-McKenzie River Section, Pacific Freeway

We have received and are reviewing the advance plans for the above project and are seriously concerned over what appears to us to be treatment somewhat above and beyond the intent of the AASHO Policy on Landscape Development, 1961.

As you must know, the policy states that new planting should be similar to existing growth, a situation which does not appear to be adhered to in substantial portions of this design. Large numbers of plants not native to this immediate habitat are shown on the plans, and we feel we will be unable to concur in the use of such materials.

In the absence of the special provisions for this project we are also unable to understand why the current estimate is so much in excess of the unit prices bid on the adjacent project to the north.

The use of trees with potentially large mature growth adjacent to the travelled way is undesirable, a situation which is covered at some length in the policy.

Your particular attention is directed to the Planting Purposes as set forth on page 13 of the policy, which must of necessity be our criterion for review of projects for approval.

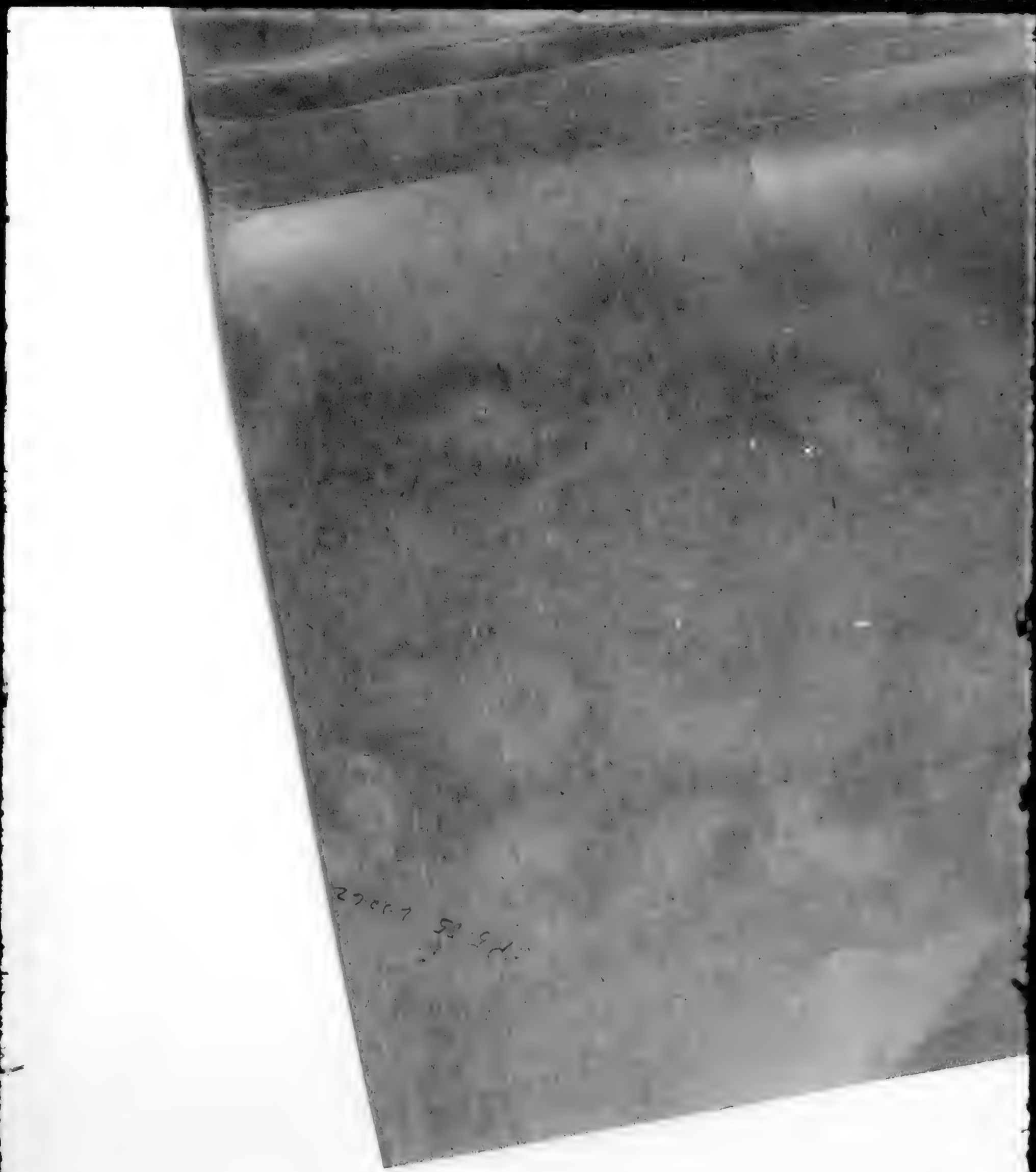
Your early attention to this matter appears to be desirable.

Stephenson
Astrup
Morgan
Young

RECEIVED
DEC 13 1961
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

I-5-6(32) Struct. "B","C","D" & "F" Ban- 1962
303 field Interch.-Eastbank Freeway
#6044 Sec., Pacific Hwy. [redacted]



RECEIVED
JAN 11 19[illegible]

I-5-6(32)30

6044

W. G. JOHNSON
SUPERINTENDENT
OREGON DIVISION

UNION PACIFIC RAILROAD COMPANY
TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

JANUARY 3, 1968

File Ref. D 9016 - 32 - 29

Routing

Morgan
Decker
Bond
Barbee
Walker
Glenn
Swan

Pease E
Morelock
Trout
Scott
Wills
Litchfield T
Olson

RECEIVED
JAN 8 1968
CONSTRUCTION
DIVISION

Mr. F. D. Morgan,
Construction Engineer
Oregon State Highway Department
Salem, Oregon 97310

Atten: Mr. T. W. Litchfield,
Utilities Liaison Engineer

Dear Sir:

East Bank - Banfield Freeway
Interchange Structures

As a result of several pieces of concrete falling from deck of one of the State's overhead highway structures at Railroad MP 0.60 in East Portland, it has been necessary for us to take steps to protect our train operations.

These protective measures which include stationing a Railroad Watchman at the site will be in effect during time it takes State's crews to make repairs and following this a bill will be rendered against the State to cover our expense.

Willamette R. 4 2nd Ave

The subject structure was built under agreement dated SEPTEMBER 15, 1961 on State's "O" line to provide access to the Banfield Expressway for eastbound highway traffic.

Understand the State is taking core samples and conducting tests on concrete in the highway bridge deck to determine cause of the fallout and when the results are known will you please advise for our information. In addition will you kindly instruct your field personnel to report to the Railroad any fires occurring on or around viaducts carrying vehicles across our tracks so we may keep a close watch in event the viaduct structure was damaged from fire.

Yours very truly,

W. G. Johnson
HBD

COPIES TO: TOM EDWARDS
ES HUNTER
LW RULIEN - TAKE APPROPRIATE
AE JOHNSON
RV COTTON

NOTED
TOM EDWARDS
1-8-68

FORM
DEC 14 1965
FOR FILING

61 44

December 13, 1965

Donald M. Drake Company
1600 N.E. Xavier St.,
Portland 9, Oregon

Attn: Mr. Franklin G. Drake
President

Gentlemen:

Your letter of December 10th has been referred to this office to answer the last paragraph of the same.

We are aware of the problem of railroad flagging for railroad protective services and while we know this is troublesome to the contractors, it is also troublesome to the state. You state that the contractor has no basis for accurately estimating what railroad charges will be. This is also true of the State estimating these charges with the further involvement that we do not know how the contractor will conduct his job so as to minimize the charges.

In the last year, we have written a new specification relating to railroad charges which we feel you will find much more suitable. It is based upon the State bearing the cost of railroad protective services and devices up to a limiting amount. The cost of railroad protective services over and above this amount will be the contractor's responsibility. These amounts are estimated after consultation with the affected railroads; however, as you know, the protective services a railroad will require and the total cost thereof, are contingent on the contractor's construction schedule, methods and progress of his work on or adjacent to the railroad right of way. Our new specifications have been in effect approximately one year and seem to be working considerably better than the old way for both contractors and the State.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

LHY:ao
cc: Mr. Russell Coonrod, Secretary
Associated General Contractors of America
1103 N.E. Multnomah St.,
Portland, Oregon

R. A. Porter, F. B. Klaboe, C. H. Nelson,
P. D. Morgan

DONALD M. DRAKE COMPANY
GENERAL CONTRACTORS

1600 N. W. SAVIER ST. PHONE CAPITOL 6-3091
PORTLAND 9, OREGON

Copies forwarded to Young & Morgan 12/7/65

December 7, 1965

State of Oregon
State Highway Department
Salem, Oregon

Attention: Mr. Floyd Query, Secretary

Gentlemen:

Enclosed you will find the executed contract payment voucher on Contract Number 6044 (Banfield Interchange-Eastbank Freeway Structures B C D & E) and two executed copies of the Certificate required by the Federal Government. These forms were sent to us with your letter of June 21, 1965.

The past five months we have been attempting to verify the railroad charges billed to us, which on this job amounted to $29,860.59. This is an almost impossible task.

The purpose of this letter is to protest against the State Highway Commission including railroad charges for flagging and inspection as a contractor cost for future bids. The contractor has no basis for accurately estimating what these charges will be. They have no basis for evaluating the charges after they are received. In our case - the railroad billings were received in June 1965, covering a period from August, 1962 through the fall of 1964. We do not feel the contractor should be placed in this position by the State and earnestly request the State change its bidding procedure to exclude flagging and inspection charges from the railroad, as a contractor responsibility.

Very truly yours,

DONALD M. DRAKE COMPANY

Franklin G. Drake
President

FGD/lm

Enclosures

Routing
2 Morgan
Decker
1 Bond
3 Barbee
Walker
Glenn
Swan
Merriam
Troutner
Scott
Willi
Litchfield
Olsen

RECEIVED
DEC 9 1965
CONSTRUCTION
DIVISION

cc: Mr. Russell Gochnour, Secretary
Associated General Contractors of America
1008 N. E. Multnomah Street
Portland, Oregon

12/13/65 Copies to Klaus, Merchant & Litchfield per Mr Morgan FP

RECEIVED
DEC 14 1965
OFFICE ENGINEERING
DIVISION

RECEIVED
DEC 6 - 1965
FOR FILING
I-5-4(32)
6044

December 3, 1965

Touche, Ross, Bailey & Smart
910 Standard Plaza
Portland, Oregon 97204

Gentlemen:

Mr. William H. Mayer of the Donald M. Drake Company has asked us to furnish you with additional information concerning their Contract No. 6044 for the Banfield Interchange on the Eastbank Freeway Section of the Pacific Highway in Multnomah County.

A post-final payment for $1,472.16 (railroad charges) will be made to Donald M. Drake Company just as soon as they return the signed voucher.

The total amount paid on this contract will be $5,238,816.57, including the post-final payment. Of the total $24,618.57 is for force account work.

For your information, we are attaching a xerox copy of the contract payment voucher sheet covering Estimate No. 34 post final in the amount of $1,472.16.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Donald M. Drake Company
1600 NW Savier Street
Portland, Oregon

CWH:gc

DONALD M. DRAKE COMPANY
GENERAL CONTRACTORS

1800 N. W. BAVIER ST. PHONE CAPITOL 8-3891
PORTLAND 9, OREGON

November 17, 1965

Oregon State Highway Department
State Highway Building
Salem, Oregon

Gentlemen:

Our auditors are making an examination of our financial statements as of October 31, 1965, and wish to obtain direct confirmation of the correctness and authenticity of contract performance. Our records indicate the following:

Project: Banfield Interchange, East bank freeway
Contract number: 6044
Work completed through October 31, 1965: $5,268,677.16
Retention due: 21,000.00

Please compare the above data with your records, note any exceptions in the space provided below, sign and return directly to our auditors, Touche, Ross, Bailey & Smart, 910 Standard Plaza, Portland, Oregon 97204, in the enclosed stamped self-addressed envelope.

Your prompt attention to this request will be appreciated.

Yours very truly,

DONALD M. DRAKE COMPANY

C.E. Idlewine, Office Manager

Touche, Ross, Bailey & Smart
910 Standard Plaza
Portland, Oregon 97204

The above (is) (is not) correct:
Exceptions:
"Final" $5,238,816.57

Retention Due: None

Date NOV 29 1965

OREGON STATE HIGHWAY COMMISSION

C. W. Head

Signature & Title

C. W. Head, Ass't. Secretary

NOTED
C. W. HEAD

(10)

RECEIVED
NOV 16 1965
FOR FILING

STATE COPY

Monthly transaction number
11-90

Project report number
14

FCV : PR-2A
(8-5-57)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)
11-5-65

State: Oregon

County: Multnomah

Project number: I-5-6(32)303

6214

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on September 25, 1962, is hereby modified as follows:

Revised estimated total cost of project $ 5,613,000.00

Revised Federal funds $ 5,176,000.00

Other revisions

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 5th day of November, 1965.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By W. K. Laboe

Assistant State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By A. W. Persons
(Division Engineer)

By L. R. Backlund
L. R. Backlund, Administrative Mgr.

USCOMM-DC 8120-P63

RECEIVED
OCT 1 1962

Final 6044

For Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.
FOR FILING 9

PROJECT REPORT NO.
I-5-6(32)303
6

FORM PR-2
(REV. 6-61)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT
(PPM 21-7)

STATE
Oregon

COUNTY
Multnomah

PROJECT NO.
I-5-6(32)303

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

U.S. 99 Banfield Freeway Interchange

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	1-31-62	0.426
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 5,819,482.00	$ 5,353,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By D. H. Foster

ASST State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By A. W. Parsons
(Division Engineer)

By: L. R. Backlund
Administrative Manager

Date executed by Division Engineer September 25, 1962

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

Oregon State Highway Department

Federal Aid
Project No. I-5-6(32)303

BANFIELD INTERCHANGE IMPROVEMENT ON THE

PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 27, 1962

Type Date 1931
Multnomah Interchange (Sta. 381+54 to Sta. 404+05)(Contract 604)

Structure "F"			
Boring, Cribbing, etc.	All Required		$ 7,000.00
Boring, Cribbing, etc. (Water Piers)	All Required		107,000.00
Structural Excavation	900 cu.yd.	3.45	3,105.00
Structural Excavation, (Water Piers)	1,150 cu.yd.	7.00	8,050.00
Structural Excavation Below Elevation Seven	50 cu.yd.	10.00	500.00
Structural Excavation Below Elevation Seven, (Water Piers)	50 cu.yd.	10.00	500.00
Furnish 10" BP 42# Steel Piling	10,660 lin.ft.	3.10	33,046.00
Furnish Timber Piling	12,300 lin.ft.	0.70	8,610.00
Heel Piling Section	All Required		7,000.00
Assembled Pile Splices	350 only	28.50	9,975.00
Drive Steel Piles	175 only	130.00	22,750.00
Drive Timber Piles	144 only	75.00	10,800.00
Splice Steel Piles	20 only	28.50	570.00
Class "A" Concrete (2,950 cu.yd.)	All Required		200,000.00
Seal Concrete	450 cu.yd.	23.00	10,350.00
Metal Reinforcement (565,000 lb.)	All Required		53,050.00
Structural Steel (low Alloy 1,065,000 lbs. Carbon 290,000 lbs.)	All Required		290,000.00
Metal Parapet Railing	2,840 lin.ft.	3.50	9,940.00
8-inch Standard Steel Pipe	900 lin.ft.	7.80	7,020.00
1½-inch Electrical Conduit	2,000 lin.ft.	1.00	2,000.00
			$ 791,366.00

Structure "G"			
Boring, Cribbing, etc.	All Required		$ 17,000.00
Boring, Cribbing, etc. (Water Piers)	All Required		170,000.00
Structural Excavation	2,500 cu.yd.	3.45	8,625.00
Structural Excavation, (Water Piers)	4,000 cu.yd.	7.00	28,000.00
Structural Excavation Below Elevation Seven	100 cu.yd.	10.00	1,000.00
Structural Excavation Below Elevation Seven (Water Piers)	200 cu.yd.	20.00	4,000.00
Furnish 10" BP 42# Steel Piling	17,920 lin.ft.	3.10	55,552.00

Furnish Timber Piling	25,900 lin.ft.	0.70	$ 17,850.00
Furnish 13-inch Octagonal Prestressed Piling	580 lin.ft.	2.70	1,566.00
Drive Steel Piles	130 only	130.00	16,900.00
Drive Timber Piles	400 only	75.00	30,000.00
Drive Prestressed Piles	16 only	130.00	2,080.00
Splice Steel Piles	20 only	28.50	570.00
Class "A" Concrete (5,490 cu.yd.)	All Required		368,624.00
Seal Concrete	1,800 cu.yd.	23.00	41,400.00
Metal Reinforcement (963,000 lbs.)	All Required		97,020.00
34-3" Drilled Columns	80 lin.ft.	22.00	1,760.00
2-4'-0" Drilled Column Footings	2 only	235.00	470.00
2-4'-6" Drilled Column Footings	2 only	262.00	524.00
Structural Steel (low Alloy 1,730,000 lbs. Carbon 240,000 lbs.)	All Required		389,000.00
Metal Parapet Railing	4,410 lin.ft.	3.50	15,435.00
8-Inch Standard Steel Pipe	1,000 lin.ft.	7.60	7,600.00
1-inch Electrical Conduit	1,300 lin.ft.	0.70	910.00
1½-inch Electrical Conduit	2,300 lin.ft.	1.00	2,300.00
Extra for Drilling Below Elevation Shown	10 lin.ft.	21.00	210.00
			$1,278,996.00

Structure "F"

Shoring, Sheeting, etc.	All Required		$ 6,039.00
Structural Excavation	1,300 cu.yd.	5.30	6,890.00
Structural Excavation Below Elevation Shown	60 cu.yd.	7.50	450.00
Furnish 10" BP 42# Steel Piling	39,255 lin.ft.	3.10	121,690.50
Furnish 13-inch Octagonal Prestressed Piling	495 lin.ft.	2.70	1,336.50
Drive Steel Piles	277 only	130.00	36,010.00
Drive Prestressed Piles	7 only	130.00	910.00
Splice Steel Piles	40 only	28.50	1,140.00
Class "A" Concrete (3,000 cu.yd.)	All Required		130,734.00
Metal Reinforcement (555,000 lbs.)	All Required		52,600.00
Structural Steel (low alloy 967,000 lbs. Carbon 267,000 lbs.)	All Required		245,000.00
Metal Parapet Railing	2,875 lin.ft.	7.00	20,125.00
8-inch Standard Steel Pipe	600 lin.ft.	8.00	4,800.00
10-inch Standard Steel Pipe	220 lin.ft.	10.20	2,244.00
1½-inch Electrical Conduit	1,700 lin.ft.	1.00	1,700.00
			$ 631,667.00

Superstructure			
Shoring, Cribbing, etc.	All Required		$ 3,801.00
Shoring, Cribbing, etc. (Water Piers)	All Required		144,419.00
Structural Excavation	3,000 cu.yd.	3.65	10,950.00
Structural Excavation (Water Piers)	2,200 cu.yd.	7.00	15,400.00
Structural Excavation Below Elevation Shown	150 cu.yd.	5.00	750.00
Structural Excavation Below Elevation Shown (Water Piers)	100 cu.yd.	30.00	3,000.00
Furnish 10" BP 42# Steel Piling	58,290 lin.ft.	3.10	180,699.00
Furnish Timber Piling	18,860 lin.ft.	0.70	13,182.00
Furnish 13-inch Octagonal Prestressed Piling	840 lin.ft.	2.70	2,268.00
Drive Steel Piles	417 only	130.00	54,210.00
Drive Timber Piles	240 only	75.00	18,000.00
Drive Prestressed Piling	14 only	130.00	1,820.00
Splice Steel Piles	60 only	28.50	1,710.00
Class "A" Concrete (9,100 cu.yd.)	All Required		464,484.00
Seal Concrete	1,100 cu.yd.	23.00	25,300.00
Metal Reinforcement (1,965,000 lbs.)	All Required		187,360.00
3'-3" Drilled Columns	430 lin.ft.	23.00	9,890.00
4'-3" Drilled Columns	150 lin.ft.	28.00	4,200.00
6'-6" Drilled Column Footings	6 only	130.00	780.00
8'-0" Drilled Column Footings	4 only	230.00	920.00
8'-6" Drilled Column Footings	6 only	250.00	1,500.00
9'-0" Drilled Column Footings	8 only	290.00	2,320.00
9'-6" Drilled Column Footings	4 only	320.00	1,280.00
10'-0" Drilled Column Footings	2 only	360.00	720.00
10'-6" Drilled Column Footings	2 only	400.00	800.00
Structural Steel, (Low Alloy 5,610,000 lb. Carbon 1,136,000 lbs.)	All Required		1,224,316.00
Metal Parapet Railing	7,020 lin.ft.	3.45	24,219.00
Median Barrier	2,250 lin.ft.	4.60	10,350.00
3-inch Standard Steel Pipe	1,200 lin.ft.	8.00	9,600.00
3/4-inch Electrical Conduit	180 lin.ft.	0.80	144.00
1-inch Electrical Conduit	1,400 lin.ft.	0.80	1,120.00
1½-inch Electrical Conduit	6,000 lin.ft.	0.90	5,400.00
Extra for Drilling Below Elevation Shown	30 lin.ft.	26.00	780.00
			$2,425,698.00
Roadway			
Excavation, Unclassified	All Required		$ 2,500.00
10-inch Asbestos-Protected Corrugated Metal Pipe, Protected Invert	110 lin.ft.	5.00	550.00
12-inch Asbestos-Protected Corrugated Metal Pipe, Protected Invert	100 lin.ft.	5.00	500.00

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8-inch Sewer Pipe	2,900 lin.ft.	2.10	$ 6,090.00
10-inch Sewer Pipe	720 lin.ft.	2.30	1,656.00
Concrete Manholes	5 only	250.00	1,250.00
Concrete Inlets	48 only	100.00	4,800.00
Surfacing and Riprap	All Required		12,000.00
Metal Median Barrier	325 lin.ft.	3.60	1,170.00
Remove Timber Deck	All Required		30,000.00
			$ 80,516.00
	Subtotal		$5,207,745.00
* 10" BP 42# Steel Piling	8,292 lin.ft.	3.60	$ 29,851.20
Temporary Barricades	All Required		600.00
			$ 30,451.20
Railroad			
Work by Southern Pacific Co. and Union Pacific R.R. Co.	All Required		$ 43,376.00
Work by Portland General Electric Co.	All Required		6,866.00
			$ 50,242.00
	Subtotal		$5,290,438.20
	10% Engr. & Cont.		529,043.80
	Total		$5,819,482.00

Length of Structures - - - - - - - - - - - - - 0.426 mile

Federal Funds -	$5,353,000.00
State Funds -	466,482.00
	$5,819,482.00

State Funds for Count: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds for Water: Chap. 529, Laws 1939

RETAINED IN F. A. & E. STATUS

Description of Work	Total Cost	Federal Funds
Work by the City of Portland	$4,400.00	$ 4,000.00

*NOTE: Piling purchased but not used on Project I-5-6(24)302, Contract 5886 and is to be transferred and used on this project.

[redacted] INTERCHANGE SYSTEMS

PROJECT NO. I-5-4(32)203

Estimated cost of work by Southern Pacific Company and Union Pacific Railroad Company:

Track Work	$ 28,006.00	
Signal Work	480.00	
Emergency Communication Lines	1,747.00	
Equipment	1,315.00	
Freight	213.00	
Material Handling	110.00	
Vacation Allowance	1,398.00	
Holiday Pay	561.00	
Health and Welfare	606.00	
R.R. Ret. and Unemp. Taxes	2,838.00	
P.L. P.B. Comp. Ins.	1,249.00	
Accounting and Billing	1,625.00	
Contingencies	3,257.00	
Salvage Credit	31.00	Credit
	$ 43,376.00	

ESTIMATED COST OF WORK BY THE

PORTLAND GENERAL ELECTRIC COMPANY

Labor	$ 4,265.00	
Materials	3,258.39	
Overhead	1,504.67	
Salvage Credit	161.55	Credit
	$ 8,866.51	
Use	$ 8,866.00	

Oregon State Highway Department

Federal-Aid
Project No. I-5-6(32)303

BANFIELD INTERCHANGE STRUCTURE ON THE

PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, January 31, 1962

Type Code X931
Banfield Interchange (Sta. 381+54 to Sta. 404+05)

STRUCTURE "B"				
Shoring, Cribbing, etc.	All Required		$	25,000.00
Shoring, Cribbing, etc., (Water Piers)	All Required			35,000.00
Structural Excavation	900 cu.yds.	$5.00		4,500.00
Structural Excavation (Water Piers)	1,150 cu.yds.	4.00		4,600.00
Structural Excavation Below Elevation Shown	50 cu.yds.	8.00		400.00
Structural Excavation Below Elevation Shown (Water Piers)	50 cu.yds.	10.00		500.00
Furnish 10" BP 42# Steel Piling	10,540 lin.ft.	4.00		42,160.00
Furnish Timber Piling	12,300 lin.ft.	1.00		12,300.00
Haul Piling Sections	All Required			5,000.00
Assembled Pile Splices	350 only	10.00		3,500.00
Drive Steel Piles	175 only	85.00		14,875.00
Drive Timber Piles	144 only	50.00		7,200.00
Splice Steel Piles	10 only	25.00		250.00
Class "A" Concrete (2,950 cu.yds. at $68.00)	All Required			200,600.00
Seal Concrete	450 cu.yds.	40.00		18,000.00
Metal Reinforcement (545,000 lbs. at $0.13)	All Required			70,850.00
Structural Steel (low alloy 1,065,000 lbs. at $0.27; carbon 290,000 lbs. at $0.25)	All Required			360,050.00
Metal Parapet Railing	2,840 lin.ft.	5.00		14,200.00
8-inch Standard Steel Pipe	900 lin.ft.	12.00		10,800.00
1-1/4 inch Electrical Conduit	2,000 lin.ft.	1.75		3,500.00
			$	833,285.00
STRUCTURE "C"				
Shoring, Cribbing, etc.	All Required		$	50,000.00
Shoring, Cribbing, etc., (Water Piers)	All Required			90,000.00
Structural Excavation	2,500 cu.yds.	$5.00		12,500.00
Structural Excavation (Water Piers)	4,000 cu.yds.	4.00		16,000.00
Structural Excavation Below Elevation Shown	100 cu.yds.	10.00		1,000.00

Structural Excavation Below Elevation Shown (Water Piers)	200 cu.yds.	$8.00	$ 1,600.00
Furnish 10" BP 42# Steel Piling	17,920 lin.ft.	4.00	71,680.00
Furnish Timber Piling	25,500 lin.ft.	0.90	22,950.00
Furnish 13-inch Octagonal Prestressed Piling	580 lin.ft.	3.50	2,030.00
Drive Steel Piles	130 only	85.00	11,050.00
Drive Timber Piles	400 only	50.00	20,000.00
Drive Prestressed Piles	16 only	60.00	960.00
Splice Steel Piles	10 only	25.00	250.00
Class "A" Concrete (5,450 cu.yds. at $68.00)	All Required		370,600.00
Seal Concrete	1,800 cu.yds.	40.00	72,000.00
Metal Reinforcement (980,000 lbs. at $0.13)	All Required		127,400.00
3'-3" Drilled Columns	80 lin.ft.	25.00	2,000.00
8'-0" Drilled Column Footings	2 only	250.00	500.00
8'-6" Drilled Column Footings	2 only	300.00	600.00
Structural Steel (low alloy 1,724,000 lbs. at $0.27; carbon 260,000 lbs. at $0.25)	All Required		530,480.00
Metal Parapet Railing	4,410 lin.ft.	5.00	22,050.00
8-inch Standard Steel Pipe	1,000 lin.ft.	12.00	12,000.00
1-inch Electrical Conduit	1,300 lin.ft.	1.50	1,950.00
1-1/4 inch Electrical Conduit	2,500 lin.ft.	1.75	4,375.00
Extra for Drilling Below Elevation Shown	10 lin.ft.	30.00	300.00
			$1,444,275.00
STRUCTURE "D"			
Shoring, Cribbing, etc.	All Required		$ 30,000.00
Structural Excavation	1,300 cu.yds.	$5.00	6,500.00
Structural Excavation Below Elevation Shown	60 cu.yds.	10.00	600.00
Furnish 10" BP 42# Steel Piling	39,255 lin.ft.	4.00	157,020.00
Furnish 13-inch Octagonal Prestressed Piling	495 lin.ft.	3.50	1,732.50
Drive Steel Piles	277 only	85.00	23,545.00
Drive Prestressed Piles	7 only	60.00	420.00
Splice Steel Piles	20 only	25.00	500.00
Class "A" Concrete (3,000 cu.yds. at $68.00)	All Required		204,000.00
Metal Reinforcement (600,000 lbs. at $0.13)	All Required		78,000.00
Structural Steel (low allow 967,000 lbs. at $0.27; carbon 267,000 lbs. at $0.25)	All Required		327,840.00
Metal Parapet Railing	2,875 lin.ft.	5.00	14,375.00
8-inch Standard Steel Pipe	600 lin.ft.	12.00	7,200.00
10-inch Standard Steel Pipe	220 lin.ft.	13.00	2,860.00
1-1/4 inch Electrical Conduit	1,700 lin.ft.	1.75	2,975.00
			$ 857,567.50

STRUCTURE "E"				
Shoring, Cribbing, etc.	All Required		$	30,000.00
Shoring, Cribbing, etc., (Water Piers)	All Required			50,000.00
Structural Excavation	3,000 cu.yds.	$5.00		15,000.00
Structural Excavation (Water Piers)	2,200 cu.yds.	4.00		8,800.00
Structural Excavation Below Elevation Shown	150 cu.yds.	10.00		1,500.00
Structural Excavation Below Elevation Shown (Water Piers)	100 cu.yds.	8.00		800.00
Furnish 10" BP 42# Steel Piling	58,290 lin.ft.	4.00		233,160.00
Furnish Timber Piling	18,840 lin.ft.	1.00		18,840.00
Furnish 13-inch Octagonal Prestressed Piling	840 lin.ft.	3.50		2,940.00
Drive Steel Piles	417 only	85.00		35,445.00
Drive Timber Piles	240 only	50.00		12,000.00
Drive Prestressed Piling	14 only	60.00		840.00
Splice Steel Piles	30 only	25.00		750.00
Class "A" Concrete (9,100 cu.yds. at $68.00)	All Required			618,800.00
Seal Concrete	1,100 cu.yds.	40.00		44,000.00
Metal Reinforcement (1,745,000 lbs. at $0.13)	All Required			226,850.00
3'-3" Drilled Columns	430 lin.ft.	25.00		10,750.00
4'-3" Drilled Columns	150 lin.ft.	40.00		6,000.00
6'-6" Drilled Column Footings	6 only	150.00		900.00
8'-0" Drilled Column Footings	4 only	250.00		1,000.00
8'-6" Drilled Column Footings	6 only	300.00		1,800.00
9'-0" Drilled Column Footings	8 only	350.00		2,800.00
9'-6" Drilled Column Footings	4 only	400.00		1,600.00
10'-0" Drilled Column Footings	2 only	450.00		900.00
10'-6" Drilled Column Footings	2 only	50.00		1,000.00
Structural Steel (low alloy 5,445,000 lbs. at $0.27; carbon 1,082,000 lbs. at $0.25)	All Required			1,740,650.00
Metal Parapet Railing	7,020 lin.ft.	5.00		35,100.00
Median Barrier	2,250 lin.ft.	9.00		20,250.00
8-inch Standard Steel Pipe	430 lin.ft.	12.00		5,160.00
3/4-inch Electrical Conduit	180 lin.ft.	1.00		180.00
1-inch Electrical Conduit	1,400 lin.ft.	1.50		2,100.00
1-1/4 inch Electrical Conduit	6,000 lin.ft.	1.75		10,500.00
Extra for Drilling Below Elevation Shown	30 lin.ft.	30.00		300.00
				$3,141,315.00
ROADWAY				
Excavation, Unclassified	All Required		$	4,000.00
10-inch Asbestos-Protected Corrugated Metal Pipe, Protected Invert	110 lin.ft.	$4.00		440.00
12-inch Asbestos-Protected Corrugated Metal Pipe, Protected Invert	100 lin.ft.	5.00		500.00
8-inch Sewer Pipe	2,900 lin.ft.	2.50		7,250.00
10-inch Sewer Pipe	720 lin.ft.	3.00		2,160.00

Concrete Manholes	5 only	$350.00	$ 1,750.00
Concrete Inlets	48 only	125.00	6,000.00
Surfacing and Riprap	All Required		10,000.00
Metal Median Barrier	325 lin.ft.	3.00	975.00
Remove Timber Dock	All Required		12,500.00
			$ 45,575.00
	Subtotal		$6,322,017.50
Temporary Barricades	All Required		$ 600.00
UTILITIES			
Work by City of Portland	All Required		$ 4,000.00
Work by Southern Pacific Co. and Union Pacific RR Co.	All Required		82,000.00
			$ 86,000.00
	Subtotal		$6,408,617.50
	10% Engr. & Cont.		640,861.50
	Total		$7,049,479.00

Length of Structure - - - - - 0.426 Mile

Federal Funds -	$6,485,000.00
State Funds -	564,479.00
	$7,049,479.00

Oregon State Highway Department

Federal-Aid
Project No. I-5-6(32)303

BANFIELD INTERCHANGE STRUCTURE ON THE

PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, February 6, 1962

Type Code X931
Banfield Interchange (Sta. 381+54 to Sta. 404+05)

STRUCTURE "B"

Shoring, Cribbing, etc.	All Required		$ 25,000.00
Shoring, Cribbing, etc. (Water Piers)	All Required		35,000.00
Structural Excavation	900 cu.yds.	$5.00	4,500.00
Structural Excavation (Water Piers)	1,150 cu.yds.	4.00	4,600.00
Structural Excavation Below Elevation Shown	50 cu.yds.	8.00	400.00
Structural Excavation Below Elevation Shown (Water Piers)	50 cu.yds.	10.00	500.00
Furnish 10" BP 42# Steel Piling	10,540 lin.ft.	4.00	42,160.00
Furnish Timber Piling	12,300 lin.ft.	1.00	12,300.00
Haul Piling Sections	All Required		5,000.00
Assembled Pile Splices	350 only	10.00	3,500.00
Drive Steel Piles	175 only	85.00	14,875.00
Drive Timber Piles	144 only	50.00	7,200.00
Splice Steel Piles	10 only	25.00	250.00
Class "A" Concrete (2,950 cu.yd. at $68.00)	All Required		200,600.00
Seal Concrete	450 cu.yd.	40.00	18,000.00
Metal Reinforcement (545,000 lb. at $0.13)	All Required		70,850.00
Structural Steel (low alloy 1,065,000 lb. at $0.27; carbon 290,000 lbs. at $0.25)	All Required		360,050.00
Metal Parapet Railing	2,840 lin.ft.	5.00	14,200.00
6-inch Standard Steel Pipe	900 lin.ft.	12.00	10,800.00
1-1/4 inch Electrical Conduit	2,000 lin.ft.	1.75	3,500.00
			$833,285.00

STRUCTURE "C"

Shoring, Cribbing, etc.	All Required		$ 50,000.00
Shoring, Cribbing, etc. (Water Piers)	All Required		90,000.00
Structural Excavation	2,500 cu.yd.	5.00	12,500.00
Structural Excavation (Water Piers)	4,000 cu.yd.	4.00	16,000.00
Structural Excavation Below Elevation Shown	100 cu.yd.	10.00	1,000.00
Structural Excavation Below Elevation Shown (Water Piers)	200 cu.yd.	8.00	1,600.00
Furnish 10" BP 42# Steel Piling	17,920 lin.ft.	4.00	71,680.00

Furnish Timber Piling	25,500 lin.ft.	$0.90	$ 22,950.00
Furnish 13-inch Octagonal Prestressed Piling	580 lin.ft.	3.50	2,030.00
Drive Steel Piles	130 only	85.00	11,050.00
Drive Timber Piles	400 only	50.00	20,000.00
Drive Prestressed Piles	16 only	60.00	960.00
Splice Steel Piles	10 only	25.00	250.00
Class "A" Concrete (5,450 cu.yd. at $68.00)	All Required		370,600.00
Seal Concrete	1,800 cu.yd.	40.00	72,000.00
Metal Reinforcement (980,000 lb. at $0.13)	All Required		127,400.00
3'-3" Drilled Columns	80 lin.ft.	25.00	2,000.00
8'-0" Drilled Column Footings	2 only	250.00	500.00
8'-6" Drilled Column Footings	2 only	300.00	600.00
Structural Steel (low alloy 1,724,000 lb. at $0.27; carbon 260,000 lb. at $0.25)	All Required		530,480.00
Metal Parapet Railing	4,410 lin.ft.	5.00	22,050.00
8-inch Standard Steel Pipe	1,000 lin.ft.	12.00	12,000.00
1-inch Electrical Conduit	1,300 lin.ft.	1.50	1,950.00
1-1/4 inch Electrical Conduit	2,500 lin.ft.	1.75	4,375.00
Extra for Drilling Below Elevation Shown	10 lin.ft.	30.00	300.00
			$1,444,275.00

STRUCTURE "D"

Shoring, Cribbing, etc.	All Required		$ 30,000.00
Structural Excavation	1,300 cu.yd.	$5.00	6,500.00
Structural Excavation Below Elevation Shown	60 cu.yd.	10.00	600.00
Furnish 10" BP 42# Steel Piling	39,255 lin.ft.	4.00	157,020.00
Furnish 13-inch Octagonal Prestressed Piling	495 lin.ft.	3.50	1,732.50
Drive Steel Piles	277 only	85.00	23,545.00
Drive Prestressed Piles	7 only	60.00	420.00
Splice Steel Piles	20 only	25.00	500.00
Class "A" Concrete (3,000 cu.yd. at $68.00)	All Required		204,000.00
Metal Reinforcement (600,000 lb. at $0.13)	All Required		78,000.00
Structural Steel (low alloy 967,000 lb. at $0.27; carbon 267,000 lb. at $0.25)	All Required		327,840.00
Metal Parapet Railing	2,875 lin.ft.	5.00	14,375.00
8-inch Standard Steel Pipe	600 lin.ft.	12.00	7,200.00
10-inch Standard Steel Pipe	220 lin.ft.	13.00	2,860.00
1-1/4 inch Electrical Conduit	1,700 lin.ft.	1.75	2,975.00
			$857,567.50

STRUCTURE "E"			
Shoring, Cribbing, etc.	All Required		$ 30,000.00
Shoring, Cribbing, etc. (Water Piers)	All Required		50,000.00
Structural Excavation	3,000 cu.yd.	$5.00	15,000.00
Structural Excavation (Water Piers)	2,200 cu.yd.	4.00	8,800.00
Structural Excavation Below Elevation Shown	150 cu.yd.	10.00	1,500.00
Structural Excavation Below Elevation Shown (Water Piers)	100 cu.yd.	8.00	800.00
Furnish 10" BP 42# Steel Piling	58,290 lin.ft.	4.00	233,160.00
Furnish Timber Piling	18,840 lin.ft.	1.00	18,840.00
Furnish 13-inch Octagonal Prestressed Piling	840 lin.ft.	3.50	2,940.00
Drive Steel Piles	417 only	85.00	35,445.00
Drive Timber Piles	240 only	50.00	12,000.00
Drive Prestressed Piling	14 only	60.00	840.00
Splice Steel Piles	30 only	25.00	750.00
Class "A" Concrete (9,100 cu.yd. at $68.00)	All Required		618,800.00
Seal Concrete	1,100 cu.yd.	40.00	44,000.00
Metal Reinforcement (1,745,000 lb. at $0.13)	All Required		226,850.00
3'-3" Drilled Columns	430 lin.ft.	25.00	10,750.00
4'-3" Drilled Columns	150 lin.ft.	40.00	6,000.00
6'-6" Drilled Column Footings	6 only	150.00	900.00
8'-0" Drilled Column Footings	4 only	250.00	1,000.00
8'-6" Drilled Column Footings	6 only	300.00	1,800.00
9'-0" Drilled Column Footings	8 only	350.00	2,800.00
9'-6" Drilled Column Footings	4 only	400.00	1,600.00
10'-0" Drilled Column Footings	2 only	450.00	900.00
10'-6" Drilled Column Footings	2 only	500.00	1,000.00
Structural Steel (low alloy 5,445,000 lb. at $0.27; carbon 1,082,000 lb. at $0.25)	All Required		1,740,650.00
Metal Parapet Railing	7,020 lin.ft.	5.00	35,100.00
Median Barrier	2,250 lin.ft.	9.00	20,250.00
8-inch Standard Steel Pipe	430 lin.ft.	12.00	5,160.00
3/4-inch Electrical Conduit	180 lin.ft.	1.00	180.00
1-inch Electrical Conduit	1,400 lin.ft.	1.50	2,100.00
1-1/4 inch Electrical Conduit	6,000 lin.ft.	1.75	10,500.00
Extra for Drilling Below Elevation Shown	30 lin.ft.	30.00	300.00
			$3,141,315.00
ROADWAY			
Excavation Unclassified	All Required		4,000.00
10-inch Asbestos-Protected Corrugated Metal Pipe, Protected Invert	110 lin.ft.	4.00	440.00

12-inch Asbestos-Protected Corrugated Metal Pipe, Protected Invert	100 lin.ft.	$5.00	$ 500.00
8-inch Sewer Pipe	2,900 lin.ft.	2.50	7,250.00
10-inch Sewer Pipe	720 lin.ft.	3.00	2,160.00
Concrete Manholes	5 only	350.00	1,750.00
Concrete Inlets	48 only	125.00	6,000.00
Surfacing and Riprap	All Required		10,000.00
Metal Median Barrier	325 lin.ft.	3.00	975.00
Remove Timber Dock	All Required		12,500.00
			$ 45,575.00
	Subtotal		$6,322,017.50
*10" BP 42# Steel Piling	8,292 lin.ft.	$3.60	$ 29,851.20
Temporary Barricades	All Required		600.00
			$ 30,451.20
UTILITIES			
Work by City of Portland	All Required		$ 4,000.00
Work by Southern Pacific Co. and Union Pacific RR Co.	All Required		82,000.00
			$ 86,000.00
	Subtotal		$6,438,468.70
	10% Engr. & Cont.		643,846.30
	Total		$7,082,315.00

Length of Structure - - - - - - - 0.426 Mile

Federal Funds -	$6,515,000.00
State Funds -	567,315.00
	$7,082,315.00

*Note: Piling purchased but not used on Project I-5-6(24)302, Contract 5888 is to be transferred and used on this project.

Oregon State Highway Department

Federal Aid
Project No. I-5-6(32)303

BANFIELD INTERCHANGE STRUCTURE ON THE

PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, February 20, 1962

Type Code X931
Banfield Interchange (Sta. 381+54 to Sta. 404+05)

Structure "F"

Shoring, Cribbing, Etc.	All Required		$ 25,000.00
Shoring, Cribbing, Etc. (Water Piers)	All Required		35,000.00
Structural Excavation	900 cu.yds.	$ 5.00	4,500.00
Structural Excavation (Water Piers)	1,150 cu.yds.	4.00	4,600.00
Structural Excavation Below Elevation Shown	50 cu.yds.	8.00	400.00
Structural Excavation Below Elevation Shown (Water Piers)	50 cu.yds.	10.00	500.00
Furnish 10" BP 42# Steel Piling	10,660 lin.ft.	4.00	42,640.00
Furnish Timber Piling	12,300 lin.ft.	1.00	12,300.00
Haul Piling Sections	All Required		5,000.00
Assembled Pile Splices	350 only	10.00	3,500.00
Drive Steel Piles	175 only	85.00	14,875.00
Drive Timber Piles	144 only	50.00	7,200.00
Splice Steel Piles	20 only	25.00	500.00
Class "A" Concrete (2,950 cu.yds. at $68.00)	All Required		200,600.00
Seal Concrete	450 cu.yds.	40.00	18,000.00
Metal Reinforcement (545,000 lbs. at $0.13)	All Required		70,850.00
Structural Steel (low alloy 1,065,000 lbs. at $0.27; carbon 290,000 lbs. at $0.25)	All Required		360,050.00
Metal Parapet Railing	2,840 lin.ft.	5.00	14,200.00
8-inch Standard Steel Pipe	900 lin.ft.	12.00	10,800.00
1½-inch Electrical Conduit	2,000 lin.ft.	1.75	3,500.00
			$ 834,015.00

Structure "C"

Shoring, Cribbing, Etc.	All Required		$ 50,000.00
Shoring, Cribbing, Etc. (Water Piers)	All Required		90,000.00
Structural Excavation	2,500 cu.yds.	$ 5.00	12,500.00
Structural Excavation (Water Piers)	4,000 cu.yds.	4.00	16,000.00
Structural Excavation Below Elevation Shown	100 cu.yds.	10.00	1,000.00
Structural Excavation Below Elevation Shown (Water Piers)	200 cu.yds.	8.00	1,600.00
Furnish 10" BP 42# Steel Piling	17,920 lin.ft.	4.00	71,680.00
Furnish Timber Piling	25,500 lin.ft.	0.90	22,950.00
Furnish 13-inch Octagonal Prestressed Piling	580 lin.ft.	3.50	2,030.00
Drive Steel Piles	130 only	85.00	11,050.00
Drive Timber Piles	400 only	50.00	20,000.00
Drive Prestressed Piles	16 only	60.00	960.00
Splice Steel Piles	20 only	25.00	500.00

Class "A" Concrete (5,450 cu.yds. at $68.00)	All Required		$ 370,600.00
Seal Concrete	1,800 cu.yds.	$ 40.00	72,000.00
Metal Reinforcement (963,000 lbs. at $0.13)	All Required		125,190.00
3'-3" Drilled Columns	80 lin.ft.	25.00	2,000.00
8'-0" Drilled Column Footings	2 only	250.00	500.00
8'-6" Drilled Column Footings	2 only	300.00	600.00
Structural Steel (low alloy 1,730,000 lbs. at $0.27; carbon 240,000 lbs. at $0.25)	All Required		527,100.00
Metal Parapet Railing	4,410 lin.ft.	5.00	22,050.00
8-inch Standard Steel Pipe	1,000 lin.ft.	12.00	12,000.00
1-inch Electrical Conduit	1,300 lin.ft.	1.50	1,950.00
1¼-inch Electrical Conduit	2,500 lin.ft.	1.75	4,375.00
Extra for Drilling Below Elevation Shown	10 lin.ft.	30.00	300.00
			$1,438,935.00

Structure "D"

Shoring, Cribbing, Etc.	All Required		$ 30,000.00
Structural Excavation	1,300 cu.yds.	$ 5.00	6,500.00
Structural Excavation Below Elevation Shown	60 cu.yds.	10.00	600.00
Furnish 10" BP 42# Steel Piling	39,255 lin.ft.	4.00	157,020.00
Furnish 13-inch Octagonal Prestressed Piling	495 lin.ft.	3.50	1,732.50
Drive Steel Piles	277 only	85.00	23,545.00
Drive Prestressed Piles	7 only	60.00	420.00
Splice Steel Piles	40 only	25.00	1,000.00
Class "A" Concrete (3,000 cu.yds. at $68.00)	All Required		204,000.00
Metal Reinforcement (555,000 lbs. at $0.13)	All Required		72,150.00
Structural Steel (low alloy 967,000 lbs. at $0.27; carbon 267,000 lbs. at $0.25)	All Required		327,840.00
Metal Parapet Railing	2,875 lin.ft.	5.00	14,375.00
8-inch Standard Steel Pipe	600 lin.ft.	12.00	7,200.00
10-inch Standard Steel Pipe	220 lin.ft.	13.00	2,860.00
1¼-inch Electrical Conduit	1,700 lin.ft.	1.75	2,975.00
			$ 852,217.50

Structure "E"

Shoring, Cribbing, Etc.	All Required		$ 30,000.00
Shoring, Cribbing, Etc. (Water Piers)	All Required		50,000.00
Structural Excavation	3,000 cu.yds.	$ 5.00	15,000.00
Structural Excavation (Water Piers)	2,200 cu.yds.	4.00	8,800.00
Structural Excavation Below Elevation Shown	150 cu.yds.	10.00	1,500.00
Structural Excavation Below Elevation Shown (Water Piers)	100 cu.yds.	8.00	800.00
Furnish 10" BP 42# Steel Piling	58,290 lin.ft.	4.00	233,160.00
Furnish Timber Piling	18,840 lin.ft.	1.00	18,840.00
Furnish 13-inch Octagonal Prestressed Piling	840 lin.ft.	3.50	2,940.00

Drive Steel Piles	417 only	$ 85.00	$ 35,445.00
Drive Timber Piles	240 only	50.00	12,000.00
Drive Prestressed Piling	14 only	60.00	840.00
Splice Steel Piles	60 only	25.00	1,500.00
Class "A" Concrete (9,100 cu.yds. at $68.00)	All Required		618,800.00
Seal Concrete	1,100 cu.yds.	40.00	44,000.00
Metal Reinforcement (1,965,000 lbs. at $0.13)	All Required		255,450.00
3'-3" Drilled Columns	430 lin.ft.	25.00	10,750.00
4'-3" Drilled Columns	150 lin.ft.	40.00	6,000.00
6'-6" Drilled Column Footings	6 only	150.00	900.00
8'-0" Drilled Column Footings	4 only	250.00	1,000.00
8'-6" Drilled Column Footings	6 only	300.00	1,800.00
9'-0" Drilled Column Footings	8 only	350.00	2,800.00
9'-6" Drilled Column Footings	4 only	400.00	1,600.00
10'-0" Drilled Column Footings	2 only	450.00	900.00
10'-6" Drilled Column Footings	2 only	500.00	1,000.00
Structural Steel (low alloy 5,610,000 lbs. at $0.27; carbon 1,138,000 lbs. at $0.25)	All Required		1,740,650.00
Metal Parapet Railing	7,020 lin.ft.	5.00	35,100.00
Median Barrier	2,250 lin.ft.	9.00	20,250.00
8-inch Standard Steel Pipe	1,200 lin.ft.	12.00	14,400.00
3/4-inch Electrical Conduit	180 lin.ft.	1.00	180.00
1-inch Electrical Conduit	1,400 lin.ft.	1.50	2,100.00
1½-inch Electrical Conduit	6,000 lin.ft.	1.75	10,500.00
Extra for Drilling Below Elevation Shown	30 lin.ft.	30.00	300.00
			$3,238,455.00

Roadway

Excavation, Unclassified	All Required		$ 4,000.00
10-inch Asbestos Protected Corrugated Metal Pipe, Protected Invert	110 lin.ft.	$ 4.00	440.00
12-inch Asbestos Protected Corrugated Metal Pipe, Protected Invert	100 lin.ft.	5.00	500.00
8-inch Sewer Pipe	2,900 lin.ft.	2.50	7,250.00
10-inch Sewer Pipe	720 lin.ft.	3.00	2,160.00
Concrete Manholes	5 only	350.00	1,750.00
Concrete Inlets	48 only	125.00	6,000.00
Surfacing and Riprap	All Required		10,000.00
Metal Median Barrier	325 lin.ft.	3.00	975.00
Remove Timber Dock	All Required		12,500.00
			$ 45,575.00
	Subtotal		$6,409,197.50
#10" BP 42# Steel Piling	8,292 lin.ft.	$ 3.60	$ 29,851.20
Temporary Barricades	All Required		600.00
			$ 30,451.20

Utilities		
Work by City of Portland	All Required	$ 4,000.00
Work by Southern Pacific Co. and Union Pacific RR Co.	All Required	82,000.00
		$ 86,000.00
	Subtotal	$6,525,648.70
	10% Engr. & Cont.	652,564.30
	Total	$7,178,213.00

Length of Structure - - - - - - - 0.426 Mile

Federal Funds -	$6,603,000.00
State Funds -	575,213.00
	$7,178,213.00

*Note: Piling purchased but not used on Project I-5-6(24)302, Contract 5888 and is to be transferred and used on this project.

RECEIVED
JUN 22 1965
FOR FILING
I-5-6(32) 303
6044

June 22, 1965

The Travelers Indemnity Company
Fidelity and Surety Department
700 Main Street
Hartford 15, Connecticut

Gentlemen:

A post-final payment for $1,472.16 will be made to Donald M. Drake Company on Contract No. 6044 for four structures on the Banfield Interchange, Eastbank Freeway Section, of the Pacific Highway in Multnomah County, as soon as the warrant is prepared.

The total amount paid on this contract will be $5,238,816.57, including the post-final payment. Of the total $24,618.57 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc Donald M. Drake Company
1600 N. W. Savier Street
Portland 9, Oregon

Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

C. H. Maison
Attn: John Herr

Form CD-121
(11-63)
(Prea. by
A.O. 205-10)

UNITED STATES GOVERNMENT

Memorandum

FOR FILING

Shaw

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon - 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: March 15, 1965

In reply refer to: 08-35.4-DA

FROM 644 A. M. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-6(32)303
Banfield Interchange B, C, D, and E Structures
Flashing Amber Lights at Gore Points

We have reviewed Mr. Shaw's letter of February 18, on the above subject, which asks for our concurrence in the placement of flashing amber lights where the ES and G line diverge from the EN line.

An AASHO committee which studied the installation of flashing beacons in gore point, indicated that their placement is incongruous with Interstate design, which provides for the safe, smooth operation at exit ramps. The committee is therefore not agreeable to the use of flashing beacons except at locations where exit conditions definitely are substandard.

We again have reviewed this design, and find that the grade change maximum is 10.7 percent and that there are horizontal curves of 6 and 37 degrees left, and 8.7 degrees right. Also, the Union Avenue structure is encountered just prior to the off-ramps and the structure obstructs to a degree the effectiveness of an open interchange area.

Because the motorist must encounter the combination of above circumstances in a very short distance when driving through this interchange, we agree with Mr. Shaw's comments that the installation of flashing amber lights at these gore points is warranted on the basis of public safety. We therefore give our concurrence in this installation at this specific location. On any future interchanges of this complexity the State should review the interchange alignment with the intent of eliminating the combinations of adverse conditions that are enumerated above.

RECEIVED
MAR 17 1965
OFFICE OF
STATE HIGHWAY ENGINEER

Copy To Young
Klaboe
3-19-65

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
FEB 19 1965
FOR FILING
6044

February 18, 1965

1 to Correspondence re Lone Point Flashers
Lou Maish
L. Hicks
Portland

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Dear Sir:

With reference to your memorandum of February 2, the subject of which was Oregon Project I-5-6(32)303, Banfield Interchange B, C, D, and E Structures, we regard the flashing amber lights which have been installed at gore points to be warranted on the basis of public safety.

Mr. Klaboe advises that during the visit of Mr. D. W. Loutzenheiser (BPR Standard and Design, Washington, D. C.) several months ago, some discussion of these amber lights was made and Mr. Loutzenheiser expressed the opinion that unusual conditions warranted other than AASHO Manual prescribed installations.

We do not have a record of accidents at these points, nor do we intend to remove safety facilities in order to acquire one. The freeway section was opened at this point with safety facilities similar to those which we installed in other areas of Portland after bitter experience with fatal accidents. I refer you specifically to the left rail of the Clay Street ramp where it departs from Harbor Drive. You may recall that several years ago we had repeated fatal accidents and other nonfatal accidents at the same location. Installation of flashing amber lights apparently has eliminated this trouble. The situation at the Clay Street ramp was, to all appearances, better and less likely to induce traffic problems than the locations under discussion at the Banfield Interchange which involves some restriction of sight distance by structural hand rails as well as relatively sharp horizontal curvature.

We feel strongly that the flashing amber lights should be retained and request your concurrence in this matter.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

cc Forrest Cooper
R. L. Porter
L. H. Young
C. H. Maison

LPS:ajw

Form CD-121 (11-63) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon - 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: February 2, 1965

In reply refer to: 08-35.4-DA

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-6(32)303
Banfield Interchange B, C, D, & E Structures

All contract work on the subject project is acceptable, however, the flashing lights at the gore points of the ES, En line and the EN-G lines are contrary to interpretation memorandum # 61-20, dated 1-14-64 of the AASHO Manual for Signing and Pavement Marking of the National System of Interstate and Defense Highways. Under these circumstances final acceptance of this project cannot be made until this matter is resolved.

The use of a flashing light, particularly on a freeway, indicates an extremely dangerous condition such as partially blocked freeway lanes or an accident and induces the motorist to slow his speed and prepare for a possible stop or a lane changing maneuver.

We are not aware of any accident experience record to warrant the use of a flasher at this point. If this condition in our freeway design is proving troublesome perhaps we should re-evaluate all similar designs to see what measures can be taken at the design stage to modify or improve it. It is our belief that the use of a hazard marker such as described in paragraph 2D-2, pages 149, 150 and 151 of the M.U.T.C.D. would be sufficient to warn the motorist without creating the driver uncertainty.

NOTED
LLOYD P. SHAW

Copy to Edwards
2-4-65

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
FEB 16 1965

6044

February 16, 1965

The Travelers Indemnity Company
Fidelity and Surety Department
700 Main Street
Hartford 15, Connecticut

Gentlemen:

On February 5, 1965, we wrote to you concerning release of final payment on Contract No. 6044 awarded to Donald M. Drake Company for four structures on Banfield Interchange on Eastbank Freeway Section of the Pacific Highway in Multnomah County.

Final payment on this contract is $129,946.85 and the total contract amount is $5,237,344.41, including $24,618.57 for work performed under force account. We are retaining $21,000 for railroad flagging charges on this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc Donald M. Drake Company
1600 N. W. Savier Street
Portland 9, Oregon

Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

C. H. Maison
Attn: John Herr

RECEIVED
FEB 13 1965
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH J. DRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

February 11, 1965

RECEIVED
DONALD M. DRAKE COMPANY
FEB 15 1965

F G P	M G D	J L H	C E I	W H M	W P M	G M S	W E S	J F T		

Donald M. Drake Company
1600 N. W. Savier Street
Portland 9, Oregon

Gentlemen:

Final payment on contract No. 6044 has been withheld pending receipt of the Union Pacific Railroad Company's bill. In order to expedite your final voucher, we intend to withhold $71,000.00 as the estimated protection cost and release the balance. If the final railroad costs exceed the amount retained, we will bill you for the excess. If the railroad costs are less than the amount retained, we will release the balance.

If this procedure is agreeable to your company, sign and return the attached letter and voucher. A copy of this letter is enclosed for your records.

Very truly yours,

C. H. Maison
Controller

By:
V. E. Skoog
Assistant Controller

VES:jc

Attachment

cc: Clare Palmer
General Files

Approved: _____
Authorized Representative

RECEIVED
FEB 5 - 1965
FOR FILING

February 5, 1965

The Travelers Indemnity Company
Fidelity and Surety Department
700 Main Street
Hartford 15, Connecticut

Gentlemen:

Contract No. 6044 awarded to Donald M. Drake Company for four structures of the Banfield Interchange on the Eastbank Freeway Section of the Pacific Highway in Multnomah County, was completed November 6, 1964, and accepted by the Highway Commission on February 1, 1965.

Final payment will be released to the contractor as soon as payment processing can be completed, but not before February 15, 1965.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FKN

cc Donald M. Drake Co.
1600 N. W. Savier Street
Portland 9, Oregon

Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

L. H. Young
C. H. Maison
Attn: John Herr

RECEIVED
FEB 2 - 1965
FOR FILING

6044

February 1, 1965

Oregon State Highway Commission

Gentlemen:

Work was completed November 6, 1964 on Contract No. 6044. The contract was with Donald M. Drake Company and was for Banfield-Eastbank Interchange Structures B,C,D, and E on the Pacific Highway in Multnomah County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective February 1, 1965, and that you concur in this procedure at the Commission meeting on March 9.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
P. M. Stephenson
Victor D. Wolfe
L. H. Young
Ivan D. Merchant
C. H. Maison
A. E. Johnson

PMS:bjs

RECEIVED
FEB 3 - 1965
FOR FILING

L-7701

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

6044
H. M. WILLIAMSON
CHIEF ENGINEER—SYSTEM
J. E. HEBBRON
VACUATION OFFICER
L. GUNDERSON
VALUATION ENGINEER

January 28, 1965

IN REPLY PLEASE REFER TO
File: 911700/323
OPD 59-1

Mr. G. H. Baker
Superintendent
Union Pacific Railroad
Oregon Division
2525 No. Larrabee Ave.
Portland 17, Oregon

Re.: Your file P-9016.00-22

Dear Sir:

Reference is made to the State of Oregon letter dated November 27, 1964 and our letter of December 1, 1964 concerning the completion of the portion of the East Bank Freeway covered by agreement dated January 19, 1962.

The railroad portion of the above project has been complete for some time now and in order that we may complete our billing and recollect from the State, may we now have the billing of your costs prepared according to PPM 30-3.

Very truly yours,

H. M. Williamson
J. E. H.

CC: Mr. Forrest Cooper
State Highway Engineer
State of Oregon
State Highway Department
Salem, Oregon

RE: "B","C","D" and "E"
Structures Pacific Highway-
Multnomah County Project
No. I-S-6(32)303

Returned to
Maison

RECEIVED
FEB 1 1965
OFFICE OF
STATE HIGHWAY ENGINEER

D. Maison
2-2-65

Form CD-121 (11-63) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon - 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: December 7, 1964

In reply refer to: 08-35.EC

FROM : T. Dec, Assistant Division Engineer
Salem, Oregon

SUBJECT: Oregon Projects I-5-6(30)301 and I-5-6(32)303
Marquam Bridge Piers and Banfield Interchange Sections
Use of Publicly owned equipment

Reference is made to Mr. Merchant's July 17, 1964 letter and our August 5, 1964 reply concerning the above subject.

Attached are two copies of a December 2, 1964 legal opinion from our General Counsel which precludes Federal-aid participation in the amount of rental for publicly-owned equipment used on the projects.

Attachments

REFERRED TO
Stephenson
BY DEPUTY STATE HIGHWAY ENGINEER
Advise me please

NOTED
P. M. STEPHENSON

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
DEC 10 1964
SPOKANE PORTLAND SEATTLE
H. F. MOY, SECRETARY
6044 CHIEF ENGINEER

RECEIVED
OFFICE OF

FORM 1612

SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY

OREGON TRUNK RAILWAY
OREGON ELECTRIC RAILWAY COMPANY
RUTH REALTY CO.

OFFICE OF CHIEF ENGINEER

1101 N. W. HOYT STREET
PORTLAND 7, OREGON

December 7, 1964

Mr. F. D. Morgan
Construction Engineer
State Highway Department
Salem 10, Oregon

Attention: T. W. Litchfield
Utilities Liaison Engineer

Dear Sir:

I have your letter of November 27, 1964, relative to work completed by Donald M. Drake Company on October 5, 1964, on "B", "C", "D" and "E" Structures, Pacific Highway - Multnomah County, Project No. I-5-6(32)303.

This is to advise you that the S.P.& S. Railway has no record of incurring any expenses in connection with this project to date. Therefore, we will have no bill against the State of Oregon on this account.

Very truly yours

H F Moy

Chief Engineer

HFM-o

COPIES TO AW PARSONS
PM STEPHENSON
ID MERCHANT
CH MAISON
FB KLABAK
JOHN HOWARD
12-8-64
E

CONSTRUCTION DIVISION
RECEIVED
DEC 8 1964
NOTED-- CE ACE ACE COE

NOTED
P. M. STEPHENSON

RECEIVED
DEC 1 1964

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. FITCHLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

November 27, 1964

Union Pacific Railroad Company
Southern Pacific Company - San Francisco
Spokane, Portland & Seattle Railway Company

Re: "B", "C", "D" and "E" Structures
Pacific Highway - Multnomah County
Project No. I-5-6(32)303 - Contract No. 6044
UPRR File No.: D 9016 - 32 - 29
SP File No.: 322
O-PD-59-1

NOTED
R. L. PORTER

Gentlemen:

Donald M. Drake Company complete work on the above project on October 5, 1964. Your facilities in the project area may be restored to their final, permanent position.

We will appreciate receiving your bills for your work at the project site within the time limit specified in the State-Railroad Agreement.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm

cc: Southern Pacific Company - Portland
R. L. Porter
L. P. Shaw
P. M. Stephenson
I. D. Merchant
C. H. Maison
F. B. Klaboe
John Howard

RECEIVED
NOV 30 1964
OFFICE OF
STATE HIGHWAY ENGINEER

2-62

S-2660

Southern Pacific Company

A. W. KILBORN
SUPERINTENDENT

UNION STATION, PORTLAND, OREGON 97209

November 20, 1964

IN REPLY PLEASE REFER TO

322
O-PD-59-1
E.Portland Interchange
Contract #6044
"B", "C", "D" & "E" Structures
Project #I-5-6 (32)303

REFERRED TO
S.A.W.
BY DEPUTY STATE HIGHWAY ENGINEER

Mr. Forrest Cooper
State Highway Engineer
State of Oregon
State Highway Department
Salem, Oregon 97310

Dear Sir:

In reference to completion of East Bank Interchange:

The Insurance Company that carried policy for the General Contractor, Donald M. Drake Co., has notified us of cancellation of insurance effective Jan. 1, 1965.

Please advise status of this project. This is necessary so that Railroad may advise insurance company regarding cancellation of policy.

Yours truly,

A. W. Kilborn

CONSTRUCTION DIVISION
RECEIVED
NOV 25 1964
NOTED
LLOYD P. SHAW
CE ACE AGE COE

RECEIVED
NOV 24 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 21 1964
OREGON
STATE HIGHWAY COMMISSION

FORM E-90X—90M—7-64 SP*6230-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 19, 1964

SUBJECT:

To: Mr. P.M. Stephenson
Ass't. State Highway Engineer

BUILDING

Donald M. Drake Company completed work on Contract No. 6044, Banfield - Eastbank Interchange Structures B,C,D, and E on the Pacific Highway in Multnomah County on October 5, 1964. This contract is ready for acceptance by the Commission.

This is a Federal Aid Interstate project. We have a memo from the Bureau of Public Roads to the effect that they have inspected the contract work and are accepting that part of the project as complete.

Ivan D. Merchant
Bridge Engineer

CAG:jm

cc: D.B. Parkes
P.A. Query
E.A. Pease

NOTED
C. W. HEAD

RECEIVED
NOV 10 1964
FOR FILE

Form P.R. 401

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date _____
U.S. Bureau of Public Roads

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name Banfield Interchange-Strs. B,C,D & E Date 12-19, 1964

Highway Pacific Contract No. 6044

County Multnomah Prefix 626-1072

Contractor Donald M. Drake F. A. Project No. I-5-6(22)303

Address 1600 NW Savier, Portland, Oregon 97209 Order No. 13

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done: Seal longitudinal deck joint, Str. "E", to prevent water from dripping onto railroad property and installations.

1. Maximum equipment rates allowable as per State/AGC agreement.

2. Percentage allowed contractor is in accordance with executed contract for this job.

Location by station numbers:

"L" 387+00 to "L" 389+50

NOTED
LLOYD P. SHAW

Estimate of quantities and cost:

Labor + 15%	$ 375.00
Materials + 15%	375.00
Equip. + 15%	100.00
Total	$ 850.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work") This work not provided for in the original authorization. S.P. & U.P. Railroads are complaining about water dripping onto their automatic switches and of puddles forming in areas where the drips are concentrated.

This work has not been done.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$5,989,720.50
Present estimate of project cost, including $ 850.00 for work under this order	$5,603,582.50
Expected under-run amount	$ 386,138.00
Expected under-run per cent	6.45

Space to Right of this line is for use of Salem Office

Submitted by: Roy T. Heinz — Roy T. Heinz, Resident Engineer

Approval Recommended: _____ Assistant Division Engineer

Approval Recommended: _____ Construction Engineer or Bridge Engineer

Approved _____ Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

State Printing Copy to Young 11-16-64

RECEIVED
OCT 15 1964
FOR FILING
6044

APPROVED
Contingent upon modification of project [illegible] additional
SEP 22 1964
U.S. Bureau of Public Roads

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name Banfield Interchange-Strs. B, D, E, F ..... Date September 23, 1964

Highway Pacific ..... Contract No. 6044

County Multnomah ..... Prefix 626-1072

Contractor Donald M. Drake ..... F. A. Project No. I-5-6(32)303

Address 1600 NW Savier, Portland, Oregon 97209 ..... Order No. 12

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done: Hook two down drains from the Burnside Bridge to a 10" CMP storm sewer which is already in place and is owned by the County.

Maximum equipment rates allowable as per State/AGC agreement.

Percentage allowed contractor is in accordance with executed contract for this job.

Location by station numbers:

Sta "I" 402 +75

Estimate of quantities and cost:

Labor + 15%	$ 75.00	
Materials + 15%	150.00	(Approx. 60! of 8" CMP)
Equip. Rental + 15%	75.00	
Total	$ 300.00	

Explanation: (Explain here the conditions which cause this work to be classed as "extra work") This work not provided for in the original authorization. The outlet ends of the two down drains were covered by a fill made on another contract. These drains must be connected to avoid a ravine erosion problem.

This work has not been done but telephone approval has been given and work will start as soon as the contractor can do so.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$5,989,720.50
Present estimate of project cost, including $ 300.00 for work under this order	$5,602,369.02
Expected under-run amount	$ 387,351.48
Expected under-run per cent	6.47

Space to right of this line is for use of Salem Office

Submitted by: Roy T. Heiss — Roy T. Heiss, Resident Engineer

Approval Recommended: Elliott Hyatt — Assistant Division Engineer

Approval Recommended: [signature] — Construction Engineer or Bridge Engineer

Approved [signature] — Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer

State Printing Copy to Young 10-14-64

RECEIVED
OCT 12 1964
FOR FILING

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

APPROVED
Contingent upon modification of project [illegible] additional funds [illegible].
OCT 6 1964 T. Dav
Dist. Engr.
U.S. Bureau of Public Roads

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name Banfield Interchange-Strs. B,C,D & E ..... Date September 22, 1964

Highway Pacific ..... Contract No. 6044

County Multnomah ..... Prefix 626-1072

Contractor Donald M. Drake ..... F. A. Project No. I-5-4(32)303

Address 1600 NW Savier, Portland 9, Oregon ..... Order No. 5 (Revised)

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done: Original order written to construct temporary barricade as indicated on sheet 3 of the grading plans and to maintain barricades on Str."A". Revised to include salvaging approx. 1,000 lin. ft. of temporary barricade at the north end of Str. "E", reinstalling approx. 500 lin. ft. at the nosing of the "P"-line, Str."E", dismantling and hauling to storage the remaining 500 lin. ft. of temporary barricade.

1. Maximum equipment rates allowable as per State/AGC agreement.
2. Percentage allowed contractor is in accordance with executed contract for this job.

Location by station numbers:

Salvage barricade - - - - "L" 374+00 to 384+00

Reinstall barricade - - - "L" 391+50 to 396+50

Estimate of quantities and cost:

Original Order -	$ 1,000.00
Revised order - - - - Labor + 15% -	850.00
~~Machine~~ Equipment rental + 15% - - - - - - - - - -	150.00
Total - - - - - - -	$ 2,000.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work") The work covered by this section was not provided for in the original authorization. This work is necessary to open "E" to the traffic.
This work has not been done.

Note: A single order should not include more than one class of work or more than one work job.

Two copies of the order to Salem. Upon approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the district engineer and one to the resident engineer.

Project authorization	$ 5,989,720.50	Space to right of this line is for use of Salem office
Present estimate of project cost, including $ 2,000.00 for work under this order	$ 5,602,069.02	
Expected ~~over-run~~ under-run amount	$ 387,651.48	
Expected ~~over-run~~ under-run per cent	6.47%	

Prepared by: Roy T. Heinz — Roy T. Heinz, Resident Engineer

Approval Recommended: [signature] — Assistant Division Engineer

Approval Recommended: [signature] — Construction Engineer or Bridge Engineer

Approved [signature] — Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer

Printing Copy to Young
10-12-64

RECEIVED
JUN 25 1964
FOR FILING

I-5-6(13)3-3
6044

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 23, 1964

To: Mr. Forrest Cooper
State Highway Engineer

SUBJECT: Banfield Interchange
Structures B,C,D, & E
Contract No. 6044

Donald M. Drake Company, contractor on the above project, has completed all work on the project with the exception of a minor amount of structural steel painting. Structures B, C, and D are complete and being used by traffic.

We are at the present time retaining 5% of the contract amount on contractor's estimate per the specifications. Contractor has requested that this retained percentage be reduced to the lowest possible amount. It is my recommendation that the contractors request be granted and that the retained percentage be reduced to 3% of the contract amount per the contract specifications.

May I have your approval of this action.

Ivan D. Merchant
Bridge Engineer

CAG:jm

APPROVED
Forrest Cooper
STATE HIGHWAY ENGINEER
DATE: June 24 64

orig. returned to Merchant
copy to Stephenson
(In)

RECEIVED
MAY 25 1964
FOR FILING

APPROVED
Co[illegible]ion of
[illegible]onal
APR 27 1964
[illegible]
U.S. Bureau of Public Roads

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name Banfield Interchange-Structures B.O.D & E ..... Date April 21, 1964

Highway Pacific ..... Contract No. 6044

County Multnomah ..... Prefix 026-1072

Contractor Donald M. Drake ..... F. A. Project No. I-5-6(32)303

Address 1600 N.E. Sandy Blvd., Portland, Oregon ..... Order No. 11

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done: Salvage and Re-install approximately 125' of guard rail. Repaint same.

1. Maximum equipment rates allowable as per State-ADC agreement.

2. Percentage allowed contractor is in accordacne with executed contract for this job.

Location by station numbers:

[illegible] "A" 10+50

Estimate of quantities and cost:

Labor	$ 140.00
Equipment Rental	110.00
Total	$ 250.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work") This work not provided for in the Original Authorization and no "bid item" for guard rail is included in the contract. The 3rd. Ave. entrance to the Banfield Freeway was redesigned in conjunction with the opening of the Banfield Interchange. Existing guard rail is to be removed and re-installed behind the new curb.
This work has not been done.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$5,989,720.50
Present estimate of project cost, including $250.00 for work under this order	$5,603,050.00
Expected under-run amount	$386,670.50
Expected under-run per cent	6.5%

Space to right of this line is for use of Salem Office

Submitted by: [signature] Wilson
Resident Engineer

Approval Recommended: [signature]
Construction Engineer or Bridge Engineer

Approval Recommended: [signature]
Assistant Division Engineer

Approved [signature]
Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

Original To Young
State Printing
5-22-64

RECEIVED
SEP 9 1963
FOR FILING

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION
6044

UNION PACIFIC RAILROAD COMPANY
TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

REFERRED TO
Shaw
BY DEPUTY STATE HIGHWAY ENGINEER

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

SEPTEMBER 4, 1963

File Ref. D 9016 - 32 - 29

Mr. Forrest Cooper,
State Highway Engineer
Oregon State Highway Department
Salem 10, Oregon

Atten: Mr. R. L. Porter,
Deputy State Highway Engineer

Dear Sir:

Referring to work performed by our Company in connection with the construction of the Banfield Interchange Section of East Bank Freeway at East Portland, Oregon, under Railroad-State agreement dated September 15, 1961:

Herewith in quadruplicate is Union Pacific Railroad Company's bill No. 969998 dated August 14, 1963 in the amount of $33,603.15, covering the Railroad's charges up to December 31, 1962. Will you kindly place this bill in line for payment.

Yours very truly,

encs.

NOTED
R. L. PORTER

RECEIVED
SEP 6 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 5 1963
FOR FILING

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

AUGUST 30, 1963
(File Ref. D 9016 - 32 - 29)

Mr. Forrest Cooper,
State Highway Engineer
Oregon State Highway Department
Salem 10, Oregon

Atten: Mr. G. S. Paxson,
Deputy State Highway Engineer

Dear Sir:

Structures B, C, D and E, East Bank Freeway,
Banfield Interchange - Portland, Oregon.

Reference is made to the erection of steel girders for Structure E, over and across our main line tracks at Railroad Mile Post 0.58, by Portland Erection, Inc., Subcontractor for the State on the above-captioned project.

Due to said erection work during the afternoon of August 28, 1963, our trains were delayed and we expect to present to you a bill for these delays when our costs have been determined.

It is apparent that if the Subcontractor were permitted to proceed with his erection work, using the present methods of operation, we may expect more delays to our trains. Therefore, in line with our telephone request, we ask the State to hold up this erection work until it can furnish us a new, written proposal with assurances that the work will be handled so as to not delay our trains.

While the Subcontractor has secured the one girder erected, this was not done in a manner to insure the stability of the girder for an extended period of time. It is requested that the State see to it that this situation is remedied shortly, and we are advised in writing when done.

Yours very truly,

G. H. Baker

Copy to Porter

cc: Mr. Ivan D. Merchant,
Bridge Engineer
Oregon State Highway Department
Salem 10, Oregon

cc: Mr. Alfred Rear, Ass't. Metropolitan Engineer
Oregon State Highway Department, 5821 N. E. Glisan St.,
Portland 13, Oregon

NOTED
G. S. PAXSON

RECEIVED
SEP 3 1963
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

August 30, 1963

Southern Pacific Railroad Co.
Union Station
Portland 9, Oregon

Attention: Mr. A. W. Kilborn
Superintendent

Union Pacific Railroad Company
2525 N. Lawrence Avenue
Portland 17, Oregon

Attention: Mr. G. H. Baker
Superintendent

Gentlemen:

Re: Steel Erection
Structures B, C, D, and E
Banfield Interchange
Bridge No. 8588
Contract No. 6044

To facilitate the erection of the remaining girders over the main line tracks of Structures E of subject job, a request has been made for modification of the previously approved erection schedule.

I am enclosing three copies each of a letter dated August 30 from Donald M. Drake Company, General Contractors, together with a letter dated August 30, and a sketch from the Portland Erection Company, Inc, covering the requested revisions to the erection schedule.

It is believed that with the modification requested that the balance of the erection will proceed without interruption. Your early consideration of the proposed changes is requested.

If additional copies of the material are needed please contact Mr. A. A. Baur, Assistant Metropolitan Engineer, Oregon State Highway Department, 5821 N. E. Gilman Street, Portland, Oregon, Telephone No. 235-8911, Extension 53.

Thanking you in advance for your consideration I remain,

Very truly yours,

NOTED
P. M. STEPHENSON

Ivan D. Merchant
Bridge Engineer

IDM/ms
Enclosure

cc: Mr. F. B. Klaboe
Mr. P. M. Stephenson
Mr. R. H. Brown

RECEIVED
SEP 3 1963
OFFICE OF
STATE HIGHWAY ENGINEER

Form E-1—(Rev.)-

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending February 15, 19 63

Section Structure "B","C","D" & "E" Banfield Int. East Bank Freeway

Kind of work Structures

Highway Pacific County Multnomah

Section prefix 626-1072

Contractor Donald M. Drake Co.

Contract number 6044

Date of contract March 2, 19 62

Specified work days SEE BRIDGE DEPARTMENT

Date work started March 28, 19 62

Work days used SEE BRIDGE DEPARTMENT

Project authorization $5,989,720.50

Exclusive of engineering $5,563,784.82

Per cent of time elapsed SEE BRIDGE DEPARTMENT %

Estimated cost of completed project, exclusive of engineering $5,563,784.82

Estimated per cent overrun or underrun . . . . . SEE BRIDGE DEPARTMENT %

Per cent of contract completed, based on estimated cost . . . . . SEE BRIDGE DEPARTMENT %

Engineering authorization $425,935.68

Grading

Engineering cost to date $3,800.00, 0.9 %

Date project was completed 11-6-64, 19

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
0	5	0	See Bridge Dept.	0	0	0

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

No work on grading this week.

This is the final Weekly Report on the grading portion of this project until grading work is started at a future date.

NOTED

CONSTRUCTION DIVISION
RECEIVED
FEB 18 1963

Signed James Don

Address James Don, Resident Engineer
Portland 13, Oregon

cc: Bureau of Public Roads
John Howard

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)					
Total quantities corrected to date					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	0				
Hours per shift	0				
Average force on project for week	0				
Men	0				
Supervision	0				
Men and trucks under 3 tons	0				
Men and trucks over 3 tons	0				
Men and tractors	0				

Equipment used during week: Shovels 0, Power graders 0, Rollers 0, Mixers 0, Crushing or screening plants 0

Compressors 0, Bulldozers 0, Compaction rollers 0

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	-	-	
Monday	Fair	0	
Tuesday	Fair	0	Legal Holiday
Wednesday	Showers	0	
Thursday	Cloudy	0	
Friday	Cloudy	0	
Saturday	-	-	

RECEIVED
FEB 4 - 1963
FOR FILING
6044

477 Cottage Street, N. E.
Salem, Oregon

January 31, 1963

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

T. Dec, Assistant Division Engineer
Salem, Oregon

Oregon Project I-5-6(32)303
Structures B,C,D, & E, Banfield Interchange
East Bank Freeway Section

Reference is made to Mr. Porter's January 28, 1963 letter to Mr. H. M. Williamson, Chief Engineer, Southern Pacific Company, which concurred in Mr. Williamson's suggestion that the Union Pacific bill the Southern Pacific for work performed under the January 19, 1962 agreement and that the Southern Pacific in turn submit the bills to the State. The agreement was with both railroad companies and this procedure would be the simplest for all concerned. This will serve to confirm our January 28, 1963 verbal approval in the procedure.

We would appreciate it, however, if the Southern Pacific would bill seperately for work done by the Union Pacific so that our audit can be more readily accomplished.

NOTED
LLOYD P. SHAW

RECEIVED
FEB 1 1963
OFFICE OF
STATE HIGHWAY ENGINEER

Original to Mauson
Copy to Young
2-4-63

RECEIVED
JAN 29 1963
FOR FILING

January 28, 1963

Mr. H. M. Williamson
Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

Dear Sir:

Re: Your File 911700/323
O-PD-59-1

Reference is made to your January 23 letter relative to the agreement dated January 19, 1962, between the State of Oregon, the Southern Pacific Company, and the Oregon-Washington Railroad and Navigation Company, Union Pacific Railroad Company, which covers construction of the East Bank Freeway in Portland.

We concur in your suggestion that the simplest procedure for all concerned would be for the Union Pacific to bill your company and then you submit the bills to the Oregon State Highway Department under terms of the agreement. This matter has been discussed with the Bureau of Public Roads and has its verbal approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

RLP:ms
cc Mr. G. H. Baker-UPRR
Mr. A. W. Parsons-BPR
bc Mr. Forrest Cooper
Mr. F. D. Morgan
Mr. F. B. Klaboe
Mr. L. H. Young
Mr. C. H. Maison

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

H. M. WILLIAMSON
CHIEF ENGINEER—SYSTEM
R. C. NISSEN
ASSISTANT CHIEF ENGINEER
W. J. JONES
ENGINEER MAINTENANCE OF WAY AND STRUCTURES—SYSTEM
G. J. LYON
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES
A. D. DEMOSS
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES
C. E. NEAL
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES

IN REPLY PLEASE REFER TO
911700/323
O-PD-59-1

January 23, 1963

Mr. Forrest Cooper
State Highway Engineer
State of Oregon
State Highway Department
Salem, Oregon

NOTED
R. L. PORTER

Attention: Mr. R. L. Porter
Deputy State Highway Engineer

Dear Sir:

Agreement dated January 19, 1962, between Southern Pacific Company, Oregon-Washington Railroad and Navigation Company, Union Pacific Railroad Company and the State of Oregon, covers construction of the East Bank Freeway in Portland.

The recitals and Section 2 of that agreement provide that Southern will perform certain work involving its solely owned facilities and certain work involving facilities owned by Southern and Union jointly, the expense of which the State of Oregon agrees to reimburse to Southern upon presentation of bills. The agreement was prepared in that manner as it was contemplated that the work would be completed during the period when Southern Pacific was responsible for maintenance and operation of the jointly owned East Portland Freight Terminal property. Effective January 1, 1963, the Union Pacific assumed the responsibility for maintenance and operation of the jointly owned properties, and in accordance with long standing agreement between Union Pacific and our Company, it will be necessary that Union Pacific forces perform all railroad work affecting the jointly owned properties and tracks including, but not limited to, engineering, inspection and flagging.

We believe that the simplest procedure would be for Union Pacific to bill Southern Pacific under the terms of our agreement and that Southern Pacific in turn include these charges in its bills against the State.

Will this be satisfactory, and do you think an exchange of letters is sufficient or will a formal supplement to the agreement be required?

Yours very truly,

HM Williamson
by

cc: Mr. G. H. Baker, Supt.
Union Pacific RR - Portland

RECEIVED 11-23-1962 47

Contract 6044

Monthly transaction number	Form -2A (5-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State: Oregon
Project report number: 9	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT	County: Multnomah
		Project number: I-5-6(32)303

6044 The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on September 25, 19 62, is hereby modified as follows:

Revised estimated total cost of project $ 5,824,470.00

Revised Federal funds $ 5,358,000.00

Other revisions

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 15 day of November, 19 62.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By R. H. Baldock

Asst State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By A. W. Parsons
Division Engineer

By: L. R. Backlund
L. R. Backlund
Administrative Manager

USComm-DC 11170

Oregon State Highway Department

Federal Aid
Project No. I-5-6(32)303

BANFIELD INTERCHANGE STRUCTURE ON THE

PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate as a basis for modification of project agreement. Revised to include work retained in P.S.& E. status. Based on low bid prices, etc.)

Salem, Oregon, October 5, 1962

Type Code X931
Banfield Interchange (Sta. 381+54 to Sta. 404+05) (Contract 6044)

Structure "F"

Shoring, Cribbing, etc.	All Required			$ 7,000.00
Shoring, Cribbing, etc. (Water Piers)	All Required			107,000.00
Structural Excavation	900 cu. yds.	$	3.45	3,105.00
Structural Excavation (Water Piers)	1,150 cu. yds.		7.00	8,050.00
Structural Excavation Below Elevation Shown	50 cu. yds.		10.00	500.00
Structural Excavation Below Elevation Shown (Water Piers)	50 cu. yds.		10.00	500.00
Furnish 10" BP 42# Steel Piling	10,660 lin. ft.		3.10	33,046.00
Furnish Timber Piling	12,300 lin. ft.		0.70	8,610.00
Haul Piling Sections	All Required			7,000.00
Assembled Pile Splices	350 only		28.50	9,975.00
Drive Steel Piles	175 only		130.00	22,750.00
Drive Timber Piles	144 only		75.00	10,800.00
Splice Steel Piles	20 only		28.50	570.00
Class "A" Concrete (2,950 cu.yds.)	All Required			200,000.00
Seal Concrete	450 cu. yds.		23.00	10,350.00
Metal Reinforcement (545,000 lbs.)	All Required			53,050.00
Structural Steel (low alloy 1,065 lbs.) (carbon 290,000 lbs.)	All Required			290,000.00
Metal Parapet Railing	2,840 lin. ft.		3.50	9,940.00
6-inch Standard Steel Pipe	900 lin. ft.		7.80	7,020.00
1-1/4-inch Electrical Conduit	2,000 lin. ft.		1.00	2,000.00
				$ 791,266.00

Structure "C"

Shoring, Cribbing, etc.	All Required			$ 17,000.00
Shoring, Cribbing, etc. (Water Piers)	All Required			170,000.00
Structural Excavation	2,500 cu. yds.	$	3.45	8,625.00
Structural Excavation (Water Piers)	4,000 cu. yds.		7.00	28,000.00
Structural Excavation Below Elevation Shown	100 cu. yds.		10.00	1,000.00
Structural Excavation Below Elevation Shown (Water Piers)	200 cu. yds.		20.00	4,000.00
Furnish 10" BP 42# Steel Piling	17,920 lin. ft.		3.10	55,552.00

Furnish Timber Piling	25,500 lin.ft.	$ 0.70	$ 17,850.00
Furnish 13-inch Octagonal Prestressed Piling	580 lin.ft.	2.70	1,566.00
Drive Steel Piles	130 only	130.00	16,900.00
Drive Timber Piles	400 only	75.00	30,000.00
Drive Prestressed Piles	16 only	130.00	2,080.00
Splice Steel Piles	20 only	28.50	570.00
Class "A" Concrete (5,450 cu.yds.)	All Required		368,624.00
Seal Concrete	1,800 cu.yds.	23.00	41,400.00
Metal Reinforcement (963,000 lbs.)	All Required		97,020.00
3'-3" Drilled Columns	80 lin.ft.	22.00	1,760.00
8'-0" Drilled Column Footings	2 only	235.00	470.00
8'-6" Drilled Column Footings	2 only	262.00	524.00
Structural Steel (low alloy 1,730,000 lbs.) (carbon 240,000 lbs.)	All Required		389,000.00
Metal Parapet Railing	4,410 lin.ft.	3.50	15,435.00
8-inch Standard Steel Pipe	1,000 lin.ft.	7.60	7,600.00
1-inch Electrical Conduit	1,300 lin.ft.	0.70	910.00
1½-inch Electrical Conduit	2,500 lin.ft.	1.00	2,500.00
Extra for Drilling Below Elevation Shown	10 lin.ft.	21.00	210.00
			$1,278,596.00

Structure "D"

Shoring, Cribbing, etc.	All Required		$ 6,039.00
Structural Excavation	1,300 cu.yds.	$ 5.30	
Structural Excavation Below Elevation Shown	60 cu.yds.	7.50	450.00
Furnish 10" WF 42# Steel Piling	39,255 lin.ft.	3.10	121,690.50
Furnish 13-inch Octagonal Prestressed Piling	495 lin.ft.	2.70	1,336.50
Drive Steel Piles	277 only	130.00	36,010.00
Drive Prestressed Piles	7 only	130.00	910.00
Splice Steel Piles	40 only	28.50	1,140.00
Class "A" Concrete (3,000 cu.yds.)	All Required		130,734.00
Metal Reinforcement (555,000 lbs.)	All Required		52,600.00
Structural Steel (low alloy 967,000 lbs.) (carbon 267,000 lbs.)	All Required		245,000.00
Metal Parapet Railing	2,875 lin.ft.	7.00	20,125.00
8-inch Standard Steel Pipe	600 lin.ft.	8.00	4,800.00
10-inch Standard Steel Pipe	220 lin.ft.	10.20	2,244.00
1½-inch Electrical Conduit	1,700 lin.ft.	1.00	1,700.00
			$ 631,669.00

Structure "E"

Shoring, Cribbing, etc.	All Required		$ 3,801.00
Shoring, Cribbing, etc. (Water Piers)	All Required		144,419.00
Structural Excavation	3,000 cu.yds.	$ 3.65	10,950.00
Structural Excavation (Water Piers)	2,200 cu.yds.	7.00	15,400.00
Structural Excavation Below Elevation Shown	150 cu.yds.	5.00	750.00
Structural Excavation Below Elevation Shown (Water Piers)	100 cu.yds.	30.00	3,000.00
Furnish 10 BP 42# Steel Piling	58,290 lin.ft.	3.10	180,699.00
Furnish Timber Piling	18,840 lin.ft.	0.70	13,188.00
Furnish 13-inch Octagonal Prestressed Piling	840 lin.ft.	2.70	2,268.00
Drive Steel Piles	417 only	130.00	54,210.00
Drive Timber Piles	240 only	75.00	18,000.00
Drive Prestressed Piling	14 only	130.00	1,820.00
Splice Steel Piles	60 only	28.50	1,710.00
Class "A" Concrete (9,100 cu.yds.)	All Required		464,484.00
Seal Concrete	1,100 cu.yds.	23.00	25,300.00
Metal Reinforcement (1,965,000 lbs.)	All Required		187,360.00
3'-3" Drilled Columns	430 lin.ft.	23.00	9,890.00
4'-3" Drilled Columns	150 lin.ft.	28.00	4,200.00
6'-6" Drilled Column Footings	6 only	130.00	780.00
8'-0" Drilled Column Footings	4 only	230.00	920.00
8'-6" Drilled Column Footings	6 only	250.00	1,500.00
9'-0" Drilled Column Footings	8 only	290.00	2,320.00
9'-6" Drilled Column Footings	4 only	320.00	1,280.00
10'-0" Drilled Column Footings	2 only	360.00	720.00
10'-6" Drilled Column Footings	2 only	400.00	800.00
Structural Steel (low alloy 5,610,000 lbs.) (carbon 1,138,000 lbs.)	All Required		1,224,316.00
Metal Parapet Railing	7,020 lin.ft.	3.45	24,219.00
Median Barrier	2,250 lin.ft.	4.60	10,350.00
8-inch Standard Steel Pipe	1,200 lin.ft.	8.00	9,600.00
3/4-inch Electrical Conduit	180 lin.ft.	0.80	144.00
1-inch Electrical Conduit	1,400 lin.ft.	0.80	1,120.00
1½-inch Electrical Conduit	6,000 lin.ft.	0.90	5,400.00
Extra for Drilling Below Elevation Shown	30 lin.ft.	26.00	780.00
			$2,425,698.00

Roadway

Excavation, Unclassified	All Required		$ 2,500.00
10-inch Asbestos Protected Corrugated Metal Pipe, Protected Invert	110 lin.ft.	$ 5.00	550.00
12-inch Asbestos Protected Corrugated Metal Pipe, Protected Invert	100 lin.ft.	5.00	500.00

Oregon State Highway Department -4- Federal Aid Project No. I-5-6(32)303

8-inch Sewer Pipe	2,900 lin.ft.	$ 2.10	$ 6,090.00
10-inch Sewer Pipe	720 lin.ft.	2.30	1,656.00
Concrete Manholes	5 only	250.00	1,250.00
Concrete Inlets	48 only	100.00	4,800.00
Surfacing and Riprap	All Required		12,000.00
Metal Median Barrier	325 lin.ft.	3.60	1,170.00
Remove Timber Dock	All Required		50,000.00
			$ 80,516.00
	Subtotal		$5,207,745.00
*10 BP 42# Steel Piling	8,292 lin.ft.	$ 3.60	$ 29,851.20
Temporary Barricades	All Required		600.00
			$ 30,451.20
Utilities			
Work by the City of Portland	All Required		$ 4,535.00
Work by Southern Pacific Co. and Union Pacific RR Co.	All Required		43,376.00
Work by Portland General Electric Co.	All Required		8,866.00
			$ 56,777.00
	Subtotal		$5,294,973.20
	10% Engr. & Cont.		529,496.80
	Total		$5,824,470.00

Length of Structure - - - - 0.426 Mile

Federal Funds -	$5,358,000.00
State Funds -	466,470.00
	$5,824,470.00

State Funds For Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.
State Funds For Maint.: Chap. 529, Laws 1939.

*Note: Piling purchased but not used on Project I-5-6(24)302, Contract 5888 and is to be transferred and used on this project.

BANFIELD INTERCHANGE STRUCTURE

PROJECT NO. I-5-6(32)303

Estimated cost of work by Southern Pacific Company and Union Pacific Railroad Company

Track Work	$28,006.00	
Signal Work	480.00	
Rearrange Communication Lines	1,747.00	
Equipment	1,315.00	
Freight	213.00	
Material Handling	110.00	
Vacation Allowance	1,398.00	
Holiday Pay	561.00	
Health and Welfare	608.00	
RR Ret. and Unemp. Taxes	2,838.00	
Accounting & Billing	1,625.00	
P.L. P.D. Comp. Ins.	1,249.00	
Contingencies	3,257.00	
Salvage Credit	31.00	Cr.
	$43,376.00	

Estimated Cost of work by the Portland General Electric Company

Labor	$ 4,265.00	
Materials	3,258.39	
Overhead	1,504.67	
Salvage Credit	161.55	Cr.
	$ 8,866.51	
Use	$ 8,866.00	

Estimated cost of work by the City of Portland

Labor	$ 2,188.34	
Materials	1,832.10	
Equipment	305.35	
Overhead	210.20	
	$ 4,535.99	
Use	$ 4,535.00	

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NOV 16 1962
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COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
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WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

I -6 (22)2-02
L-114

STATE OF OREGON
STATE HIGHWAY DEPARTMENT

5821 N. E. Glisan Street
Portland 13, Oregon
November 13, 1962

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

REFERRED TO
W. C. Williams
STATE HIGHWAY ENGINEER

DONALD M. DRAKE COMPANY
General Contractors
1600 N. W. Savier Street
Portland 9, Oregon

ATTENTION: Mr. Webster E. Smith

RE: Banfield Interchange
Structures B, C, D & E
Contract: 6044
Prefix: 626-1072
Bridge No. 8588

Gentlemen:

I have before me your letter of November 6, 1962, in which you propose a choice of two alternates for lowering the elevation of Bent ES-6 from +1 to -5.5. You proposed to do this work for a lump sum of $9,204.00. On page two of your letter you offer a credit of $261.00 for raising Bent L-22 from elevation -4 to elevation 0.

It appears that Bent L-22 is being raised through approximately the same distance that Bent ES-6 is being lowered and since these bents are less than fifty feet apart, the work requested at one location is approximately equal to the work not required at the other. However, there is very little correlation between your quoted prices $9,204.00 vs. $261.00. Your offer must, therefore, be rejected.

As a compromise, we are willing to raise the elevation of Bent L-22 to elevation 0 and to lower Bent ES-6 to elevation -5.5 with your compensation limited to an adjustment in the bid items at the unit bid prices. Since shoring and cribbing is a lump sum item, there will be no adjustment in the amount bid. Otherwise no plan changes will be issued and these bents will be founded at the elevation shown.

An Order For Extra Work will be issued to cover extra shoring and cribbing at Bents L-18, L-26 and NE-14.

Sincerely,

Lloyd P. Shaw
Metropolitan Engineer

By: Alfred A. Rear
Assistant Metropolitan Engineer

STATE HIGHWAY COMMISSION
OREGON
NOV 12 1962
RECEIVED

AAR:sb
cc: G. S. Paxson
Ivan Merchant
John Howard

NOTED
P. M. STEPHENSON

DONALD M. DRAKE COMPANY
GENERAL CONTRACTORS

1808 N. W. NAITO PT. PHONE CAPITOL 6-3691
PORTLAND 9, OREGON

November 6, 1962

John Howard, Resident Bridge Engineer
Oregon State Highway Department
5821 N. E. Glisan Street
Portland 13, Oregon

Reference: Benfield Interchange
Structures B, C, D, & E

Dear Sir:

Elevations of the following footings have been revised to elevations stated below.

Footing for Bent EB-6 of subject project has been lowered from elevation +2.0 to elevation -5.5.

We propose to perform the necessary additional shoring and cribbing for this work in the following optional methods, at prices listed below:

Method A - Provide necessary shoring and cribbing at Bent EB-6, in order that a concrete seal may be poured at elevation -5.5 feet, all in accordance with the attached drawings, all for a lump sum price of $9,284.00. This price includes the furnishing, fabricating, driving, and removing of all necessary sheet piling, steel walers, and then dewatering the cell after seal concrete is poured, but does not include seal concrete or additional excavation, Class A concrete or reinforcing steel, which will be paid for at unit prices.

Method B - Provide shoring and cribbing at Bent EB-6 for a concrete footing at elevation--5.5 feet. This price includes a bottom waler at elevation -2.5 feet, since no seal concrete is contemplated. The cost of dewatering this "crib" is not included. Dewatering will be paid for as force account work. This work is to be done in accordance with attached drawings for a lump sum price of $10,406.00. This price includes furnishing, fabricating, driving, and removing sheet piling and walers, but does not include additional excavation, Class A concrete, or reinforcing steel, all to be paid at unit prices.

Please instruct us in the method to be followed in shoring this footing so that we may proceed with the work.

We also propose to perform necessary additional shoring and cribbing for lowering footing at Bent NE-14 to elevation 4, Bent L-18 to elevation 3, Bent L-26 to elevation 0, for a lump sum price of $2,325.00. This price

includes the necessary wood shoring and cribbing and additional pumping costs, but does not include excavation, Class A concrete, or reinforcing steel.

Footing at Bent L-22 has been raised to elevation 0. We propose to deduct a total of $281.00 covering the savings in pumping and cribbing costs.

We trust that this information will enable you to instruct us to go ahead with the work.

Very truly yours,

DONALD M. DRAKE COMPANY

Webster E. Smith
General Superintendent

WES:br
Encl.

FORM E-123X 100M 4-62

RECEIVED
NOV 1 1962
FILES

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

November 1, 1962

The Western Union
Telegraph Company
125-12th Street
Oakland 7, California

Attention: Mr. F. L. Sullaway
Area Plant Superintendent

Gentlemen:

Re: Bamfield-East Bank Freeway

Donald M. Drake Construction activities. I am very sorry that this happened.

I have your telegram regarding damage to your cable by the

I have checked with our field forces and am informed that serious damage was not caused to your cable; however, any damages are the responsibility of the contractor and will be at his expense. Steps have been taken to see that this condition does not arise in future construction operations.

Very truly yours,

Ivan D. Marchant
Bridge Engineer

IDM/ma

cc: Mr. Lloyd Shaw
Mr. John Howard
Mr. P. M. Stephenson

NOTED
P. M. STEPHENSON

RECEIVED
NOV 1 1962

RECEIVED
SEP 11 1962

FOR FILING
I-5-6(32)303
6044

477 Cottage St. N.E.
Salem, Oregon

Forrest Cooper, State Highway Engineer
Salem, Oregon

September 10, 1962

08-35.6

A. W. Parsons, Division Engineer
Salem, Oregon

I-5-6(32)303 - 12" Water Line Adjustment on Structures "B" and "P"

Approval is hereby given for the above work. You are authorized to request the city to proceed with the work.

NOTED
R. L. PORTER

original To Morgan
Copy To Young
9-13-62

FORM CD-121 (9-22-59)

RECEIVED
AUG 9 1962

UNITED STATES GOVERNMENT

Memorandum

FOR FILING

I (a) (2)

1014

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: August 7, 1962

FROM : A. E. Parsons, Division Engineer
Salem, Oregon

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street N.E.
Salem, Oregon

SUBJECT: Oregon I-5-6(32)303 Strs. "B","C","D", & "E"

Mr. Merchant's letter dated July 18 requested our approval of work by the Portland General Electric to relocate their pole line located along S.E. First Avenue between S.E. Oak St. and E. Burnside St.

This approval is hereby extended, provided that the project agreement estimate includes an estimated amount for this work. You are authorized to proceed with this work as of this date, provided that reimbursement will be made in accordance with the provisions of PPM 30-4.

NOTED
P. M. STEPHENSON

RECEIVED
AUG 9 1962
OFFICE OF
STATE HIGHWAY ENGINEER

FORM CD-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

RECEIVED
JUL 1962

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street N.E.
Salem, Oregon

TO: Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FOR FILING
I-5-6(32)303
6044

ATTENTION: Mr. G. S. Paxson

FROM: A. W. Parsons, Division Engineer
Salem, Oregon

DATE: August 2, 1962

SUBJECT: Oregon Project I-5-6(32)303, Banfield Interchange Structure, East Bank Freeway Section of the Pacific Highway in Portland

Two copies of Agreement, File No. 30001, and two copies of Indenture, File No. 30001, both dated January 19, 1962, were forwarded with your letter of July 27, 1962. These documents, covering agreement between the State and the Southern Pacific Company and Union Pacific Railroad Company in connection with construction on the above project, have been reviewed by this office and appear satisfactory. Both are hereby approved as of this date.

RECEIVED
AUG 3 1962
OFFICE
STATE HIGHWAY ENGINEER

Copy to Mr. [illegible]
Hall

NOTED
G. S. PAXSON

RECEIVED
AUG 1 1962
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 31, 1962

SUBJECT: UPRR Communication Lines
Structures B, C, D, and E
Banfield Interchange
Contract No. 6044
Bridge No. 8588

To:

Mr. Lloyd Shaw
Metropolitan Engineer
Oregon State Highway Department
5821 N. E. Glisan
Portland 13, Oregon

Attention: Mr. Alfred A. Rear

I have your letter of July 27, together with copies of various letters from the Donald M. Drake Company, as well as a letter, estimate of cost, and sketch of the proposed revision to the Union Pacific Railroad's communication lines on the subject job.

A study of the Railroad Agreement dated September 15, 1961 between the OWR & N and Union Pacific Railroad and the State indicates that considerable revision of the communication line was included. The revision at that time was primarily for construction and final clearances under Structure "A" of the Banfield Interchange.

The sketch dated July 19, 1962 as prepared by the Union Pacific Railroad indicates approximately 250' of additional communication line change over that proposed in the above-mentioned agreement. I believe this additional change is necessary in order to provide vertical clearance under the main line structure and to furnish the Railroad approximately a straight alignment on their communication line.

It will be satisfactory to notify the Railroad to proceed with this communication line revision at the State's expense, however, I would caution you to be sure that the proposed alignment will clear the construction area for the Donald M. Drake Company.

Ivan D. Marchant
Bridge Engineer

IDM/mm

cc: Mr. P. M. Stephenson
Mr. John Howard

NOTED
P. M. STEPHENSON

RECEIVED
AUG 1 - 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 31 1962
FORM E-30X—50M—5-62 43900
FOR FILING

I-5-6(32)198

6044

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland 13, Oregon
July 27, 1962

To:

Mr. Ivan Merchant
Bridge Engineer
State Highway Building
Salem, Oregon

SUBJECT:

Union Pacific Railroad Communication Lines
Structures "B","C","D", & "E"
Banfield Interchange
Contract: 6044
Prefix: 626-1070
Bridge No. 8588

The Donald M. Drake Company in their letter of June 29, has requested that the Union Pacific Railroad communication lines be moved to clear construction of footings for Bents 03, NE7, L7, and L8 on Structures "C" and "E" of the Banfield Interchange. An estimate of the cost of moving the communication lines was requested from the Union Pacific Railroad. Their estimate is enclosed herewith.

When the request was first made by the Donald M. Drake Co., it was assumed that the move was solely for the convenience of the contractor in constructing the footings for the above-mentioned bents. The contractor was so informed in John Howard's letter of June 21, 1962. It was decided that the estimate of cost would be presented to the Donald M. Drake Co. and that they should then issue instructions to proceed with the work and agree to have the cost deducted from their progress payments. It was with this idea in mind that the Union Pacific Railroad was requested to submit their estimate of cost of relocating their communication lines.

The plan proposed by the Union Pacific Railroad is shown on their sketch 08635. A portion of the communication line shown to be relocated to accomodate the construction of the above listed bents is a continuation of the line which was relocated to accomodate the construction of Structure "A" under contract 5871. Most of this proposed relocation and all of the relocation completed for Structure "A" is included in the fourth item, of Section 1, under part 4, "Removal and Relocation of Railroad Facilities and other Railroad Work", of the September 15, 1961 O.W.R.&N and U.P.R.R. agreement, R/W File No. 29592. In view of the above

NOTED
G. S. PAYS

paragraph, it appears that the entire cost of relocation is the obligation of the State.

I am enclosing a copy of all of the correspondence on this matter and will await your instructions before replying to either the Donald M. Drake Co. or the Union Pacific Railroad.

Alfred A. Rear
Assistant Metropolitan Engineer

AAR/bb
Encl.
cc: C. S. Paxson (Encl.)
John Howard
Jack Cartwright

RECEIVED
JUL 30 1962
OREGON
STATE HIGHWAY COMMISSION

UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION

DEPARTMENT OF OPERATION

G H BAKER
SUPERINTENDENT
OREGON DIVISION

8520 NO LARRABEE AVE
PORTLAND 17, OREGON

JULY 24, 1962

File Ref. D 9016 - 32 - 29

Mr. Lloyd P. Shaw,
Metropolitan Engineer
Oregon State Highway Department
5821 N. E. Glisan Street
Portland, Oregon

Atten: Mr. Alfred A. Rear,
Ass't. Metropolitan Engineer

Dear Sir:

East Bank Freeway - Banfield Expressway
Interchange - Portland, Oregon

Kindly refer to your letter of July 9 relating to interference of the Railroad's communication lines with the State's Contractor's work in excavating for footings of Structures "C" and "E" on the above-captioned project.

Rather than move the communication lines out of the way temporarily and then restore the lines to their present location, we propose to relocate them in a permanent location well away from the Contractor's excavation work. The new location will be as shown in orange color on the attached two copies of Railroad's Division print dated July 19, 1962. Our estimate for performing this work is as follows:

Relocate communication lines ($900 Labor - $500 Material)	$1,400.
Move in Communication Gang	900.
Labor and material additives	520.
Contingencies	230.
Total	$3,050.

We have given consideration to moving the present lines and temporarily placing in underground cable during the construction period and then restoring to their present condition. However, this would entail considerably more expense than to

relocate the lines as we now propose.

You will note that our proposed relocation of the lines will encroach upon the westerly edge of an existing roadway shown in tinted green color on the attached print. To maintain an equivalent roadway, it will be necessary to widen the road a few feet along its easterly edge. As this would involve only some minor dozer work and as the State's Contractor will undoubtedly want access along this road, we believe that he would be willing to perform the necessary dozer work at his expense. Will you please arrange to handle this matter with the Contractor?

It will be necessary that we bill the State for the Railroad's work in relocating tne communication lines, although you may consider the work being performed at the convenience of the State's Contractor.

If you concur in our proposals outlined above, will you kindly furnish us a letter authorizing the work in order that we may further handle with our Management and proceed without undue delay.

Yours very truly,

G. H. Baker,
Superintendent

encs.

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JUL 12 1962
FOR FILING
I-2-6(3)
copy

Salem, Oregon
July 11, 1962

Benfield Interchange
Contract 6044

Mr. Lloyd Shaw
Metropolitan Engineer
Portland

Reference is made to your letter of July 9 to the Union Pacific Railroad Company, concerning additional work on the railroad's communication lines on the subject project.

We should get the clearance of the Bureau of Public Roads for any additional expenditures over and above that covered by the agreement before the work is started, if at all possible. In order to do this, will you please see that I receive the estimate of costs as early as possible.

G. S. Paxson
Deputy State Highway Engineer

DSPizz
cc Mr. P. M. Stephenson
Mr. I. D. Merchant
Mr. Fred Klaboe

NOTED
G. S. PAXSON

FORM E-183

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
5821 N. E. Glisan St.
Portland 13, Oregon

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

July 9, 1962

Union Pacific Railroad Co.
2525 N. Larrabee
Portland, Oregon

Attention: Mr. Didier

Banfield Interchange
Structures "B","C","D",& "E"
Contract: 6044
Prefix: 626-1072
Bridge No: 8588

Gentlemen:

The Donald M. Drake Co. is preparing to excavate at Bents C-3, NE-7, L7, and L8 on the Banfield Interchange, Structures "C" and "E", and has indicated that your communication lines will interfere with their work in excavating for footings.

Please prepare an estimate of cost for temporarily moving these lines out of the way of the contractor's work and for restoring the system to its present condition at the termination of the project. This estimate should include the minimum amount of work necessary to adequately protect your communications system from damage and interruption during the construction of the four bents listed above.

When your estimate has been prepared, please submit it to this office for further handling.

Your field representative, Mr. Frank Dennis, has been in contact with our contractor and is aware of the problem that exists.

Very truly yours,

Lloyd P. Shaw
Metropolitan Engineer

By:
Alfred A. Rear
Assistant Metropolitan Engineer

AAR/bb
cc: G. S. Paxson
Ivan Merchant
John Howard

RECEIVED
JUL 11 1962
OREGON
STATE HIGHWAY COMMISSION

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland 13, Ore.
July 6, 1962

SUBJECT: Structures B, C. D & E
Contract No 6044, Prefix 626-1072

To:
Mr. Al Rear
Asst Metropolitan Engr.
OFFICE

Enclosed for your consideration is a lettdr from Donald M. Drake Co. in regard to the railroad communication lines in the vicinity of L Bents 7 & 8, Bent 7 NE line and 0 line bent 3.

In both the letters from this office dated June 21 and your letter dated June 28 it was indicated that the protection of the lines was up to the contractor. Apparently from the enclosed letter he still doesn't understand this.

J. D. Howard
Res. Br. Engr.

METROPOLITAN ENGINEER
RECEIVED
JUL 6 1962
Noted ☐ ME ☐ AME ☐ MCE

DONALD M. DRAKE COMPANY
GENERAL CONTRACTORS

1600 N. W. SAVIER ST. PHONE CAPITOL 6-3091
PORTLAND 9, OREGON

June 29, 1962

John Howard, Resident Bridge Engineer
Oregon State Highway Department
5821 N. E. Glisan Street
Portland 13, Oregon

Reference: Banfield Interchange
Structures B, C, D, & E

Dear Sir:

Your letter of June 21, 1962, suggested that we contact the railroad representatives regarding the telephone, telegraph, and signal lines in the vicinity of L Bent 7 and 8, NE Bent 7 and O Bent 3.

After discussing this with the Union Pacific Railroad representatives to find out what they would require for protection, we find that it would be impossible to adequately protect the lines in their present location. They must be moved, preferably underground.

As stated in Special Provisions, page 44, paragraph 5, the railroad will rearrange their telephone, telegraph and signal lines and the work will be done by the railroad forces, which is not a part of the work under our Contract, and since we have no contractural relationship with the railroads, we request that you notify them that these lines must be moved for their protection.

Yours very truly,

DONALD M. DRAKE COMPANY

Webster E. Smith
General Superintendent

WES:br

June [illegible], 1962

Donald [illegible]. Drake Company
General Contractors
[illegible]. W. [illegible]. Xavier St.
Portland 9, Oregon

re: Sunfield Interchange
Structures [illegible], [illegible]
Contract: [illegible]

Gentlemen:

It has been brought to my attention that you are preparing to expedite for footings at Bents [illegible]-5, [illegible]-7, L-7 to L-8 and that the Union Pacific Railroad has some overhead communication lines in the area. In accordance with Paragraph 1.5.3 c. the General Specifications, you are directed to submit for approval your proposed procedure for construction of the above footings and columns.

Very truly yours,

Lloyd [illegible]. Shaw
Metropolitan Engineer

By
Alfred [illegible]. [illegible]
Assistant Metropolitan Engineer [illegible]

[illegible]
[illegible] Merchant
Acting Chief

FORM P - 1

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LONARD [illegible]
CHIEF COUNSEL

5521 S. E. Glisan Street
Portland 13, Oregon
June 21, 1962

Re: Banfield Interchange
Structures B, C, D & E
Contract #6044

Donald M. Drake Co.
1600 N W Savier St.
Portland 9, Ore.

Gentlemen:

In your letter dated June 7, you inquired in to the possibility of moving the railroad communication lines in the vicinity of "L" Bent 7 & 8, NE Bent 7 and O Bent 8.

We have checked the present location of the wires and found at L Bent 8 and O bent 8 there will be approximately 4 ft. clearance between the face of the column and the nearest wire. On L bent 7 and NE 7 there is considerably more room.

The railroad was contacted in regard to the proposed roadway shown on the plans. They do not anticipate any work on this or moving of the wires to facilitate its construction in the near future.

Since the wires do clear the final structure, any moves made would be for your convenience and the cost would have to be borne by you. Excavation of these bents under the present conditions is difficult but not impossible; the cut varies from 30 to 50 feet on each of these bents and the wires where they cross over the corners of the footing have a vertical clearance of only 10 to 20 feet above the ground line.

I would suggest that you contact the railroad's representative and find out what he considers to be adequate protection for the existing lines and also, check the possibility of having the railroad place them in an underground cable.

J. D. Howard
Res. Bridge Engr.

METROPOLITAN ENGINEER
RECEIVED
JUN 22 1962
Noted

c.c. Mr. Al Rear

DONALD M. DRAKE COMPANY
GENERAL CONTRACTORS

1800 N. W. SAVIER ST. PHONE CAPITOL 6-3981
PORTLAND 9, OREGON

June 7, 1962

John Howard, Resident Bridge Engineer
5821 N. E. Glisan Street
Portland 13, Oregon

Reference: Banfield Interchange
Structures B, C, D & E
RAILROAD WORK-STRUCTURES C & E

Dear Sir:

Reference is made to Page 44, Paragraph 3, of the Special Provisions stating in part, "The Railroad will rearrange its telephone, telegraph and signal lines and appurtenances, and will make all track changes." "The work by railroad will be done by its own forces and is not a part of the work under this contract."

As soon as the Iron Workers dispute is settled and work is resumed, we propose to start the structural excavation at Bent NE7, Structure C; and Bents L7 and L8 at Structure E which will require our directing a request to the Union Pacific Railroad to relocate their telephone and telegraph lines in the vicinity.

In this connection, we refer you to Drawing 17486, Section NE, showing, "Proposed cut for future roadway." No information has been made available to us regarding when this future roadway is to be graded nor who the using agency ordering the work will be.

In any event, it seems that the State Highway Department should join with us in making the request to the Union Pacific Railroad for moving the telephone and telegraph lines as there is a possibility a relocation to convenience our installation would require further relocation to permit grading the future roadway.

Immediately upon receipt of an expression from you regarding the State Highway Department's decision, we will submit our request to the railroad company.

In as much as we believe we can anticipate some delay on the railroad's part to decide the extent, means, and procurement of the necessary personnel and equipment to accomplish the relocation, it is requested that the State Highway Department's comments be furnished us with the least possible delay.

Very truly yours,

DONALD M. DRAKE COMPANY
METROPOLITAN ENGINEER

RECEIVED
JUN 8 1962

W. H. Mankin Noted

WHM:gp

RECEIVED
JUL 18 1962

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 18, 1962

To:
Mr. L. I. Lindas
Chief Counsel
BUILDING

Attention: Mr. J. N. Hershberger

SUBJECT: Water Line Conflicts
Banfield Freeway Interchange Structures
"B", "C", "D" and "E"
East Bank Freeway Section
Pacific Highway
Multnomah County
Project No. I-5-6(32)303

The contract was awarded on this section on March 2, 1962. The City of Portland Water Department, Room 209 City Hall, Portland 4, has water lines which are in conflict with the proposed construction and they must be moved.

Fourteen-inch water lines conflict with the footings of Bent "10" of Structure "B" and Bent "SB7" of Structure "D". Since these are city-owned facilities, they are reimbursable as set forth in the city agreement.

Therefore, it is recommended that the City be notified of these facts and requested to submit an estimate and sketch map, as required by PPM 30-4, at an early date.

Resident Bridge Engineer for this project is Mr. John Howard; Mr. E. E. Johnston is D.M.S. for District 1-C; and Mr. Jack M. Cartwright is Field Utilities Liaison Engineer for this area. All these men may be reached at 5821 N. E. Glisan Street, Portland 13.

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

TWL:fp

cc General Files
cc I. D. Merchant

RECEIVED
JUN 26 1962
FOR FILING

FORM E-30X—50M—11-61—40231

6044

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 25, 1962

To: Mr. L. I. Lindas
Chief Counsel
BUILDING

SUBJECT: Power Line Adjustment
Portland General Electric Company
Structure B, C, D, & E
Banfield Interchange
East Bank Freeway Section
Pacific Highway
Multnomah County
Project N. I-5-6(32)303

Attention: Mr. J. N. Hershberger

The contract was awarded March 2, 1962. It has been brought to our attention that The Portland General Electric Company, 621 Southwest Alder Street, Portland 5, Oregon, has two power poles which are in conflict with the relocation of a spur track owned by the Southern Pacific Company. The relocation of this track is made necessary by our construction and the railroad has asked the State to arrange to have the power poles moved in their letter of June 12, 1962, a copy of which is hereto attached.

The conflict is described as two poles each approximately 135 feet east of the "L" line opposite Stations 403+55 and 404+55, now located on private property. It is therefore the obligation of the State to bear the cost of this adjustment.

It is recommended that the utility company be notified of these facts and requested to submit an estimate and sketch map, as required by PPR 30-4 at an early date.

Resident Bridge Engineer for this project is John Howard; Mr. E. E. Johnson is DMS for District 1-C, Mr. Jack M. Cartwright is Field Utilities Liaison Engineer for this area. All these men may be reached at 5821 Northeast Glisan Street, Portland 13, Oregon.

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

TWL:jd
cc: General Files

T. W. Litchfield
Utilities Liaison Engineer

MISC. CONTRACTS and AGREEMENTS No. 585

RECEIVED
JUL 3 1962

FOR FILING
I-5-6(2)-1 30001
WCH

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 22, 1962

To: Mr. Floyd Query, Secretary
State Highway Commission

SUBJECT: File No. 30001
Southern Pacific Co., Union Pacific Co., and State Highway Commission
East Bank-Banfield Interchange
City of Portland

OFFICE

Attached please find fully executed copy of a construction agreement relative to the above-titled matter. This agreement should be filed in your permanent records.

Distribution of conformed copies has been made as indicated below.

J. N. HERSHBERGER
Staff Attorney

JNH:bjk
Attachment
cc: G. S. Paxson
Ivan Merchant
Frank Morgan
I. A. DeFrance
Lloyd Shaw
J. W. Nash
C. H. Maison
Earl Saling

NOTED
FLOYD QUERY

RECEIVED
JUN 20 1962
FOR FILING
G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

2525 NO. LARRABEE AVE.
PORTLAND 17, OREGON

JUNE 18, 1962

File Refs. D 9016 - 32 - 29 and
D 9016 - 32 - 14.

Mr. L. I. Lindas,
Chief Counsel
Oregon State Highway Department
Salem 10, Oregon

Attn: Mr. Glen V. Sorensen,
Staff Attorney

Dear Mr. Lindas:

Kindly refer to your letter of September 25, 1961, your file 29592, concerning agreement covering interchange between Banfield Expressway and East Bank Freeway.

Herewith for your record is fully-executed counterpart of supplemental agreement dated September 15, 1961 between the Railroad Companies and the State of Oregon, along with 10 extra copies of Exhibit "C". With my letter of December 18, 1961, addressed to Mr. Cooper, 10 copies of Exhibit "A" print were furnished for the State's use.

It is anticipated that State's counterpart of agreement covering work on Banfield Expressway between Willamette River and 42d Avenue (your file 24444), will be forwarded in the near future.

Yours very truly,

G. H. Baker

G. H. Baker,
Superintendent

encs.

cc: Mr. G. S. Paxson,
Deputy State Highway Engineer
Oregon State Highway Department
Salem 10, Oregon

RECEIVED
JUN 19 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 12 1962
FOR FILING

I-5-6(32) 3-1
[illegible]

Salem, Oregon
June 11, 1962

Mr. L. I. Lindas
Chief Counsel
BUILDING

I attach hereto copy of the indenture covering the construction of the Banfield-East Bank Interchange in the East Portland railroad yard area.

If you find this in order, will you please return it to me for filing with the Secretary. Also, arrange for the payment of $18,500 to the railroad companies as provided in the agreement which you now have. You will note from the attached copy of a letter from Mr. Williamson, Chief Engineer, Southern Pacific Company, dated May 29, that one-half of this is to be paid to the Union Pacific and one-half to the Southern Pacific.

G. S. Paxson
Deputy State Highway Engineer

GSPizm
attach.
cc Mr. C. H. Maison
Mr. W. T. Wright

UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION

DEPARTMENT OF OPERATION

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE
PORTLAND 17, OREGON

JUNE 8, 1962

File Ref. D 9016 - 32 - 29

Mr. Forrest Cooper,
State Highway Engineer
Oregon State Highway Department
Salem 10, Oregon

Atten: Mr. G. S. Paxson,
Deputy State Highway Engineer

Dear Sir:

Please refer to your letter of June 1 and Mr. H. M. Williamson's letters of May 28 and 29, relative to easement indenture and agreement dated January 19, 1962, between Southern Pacific Company, Oregon-Washington Railroad & Navigation Company and its Lessee, Union Pacific Railroad Company and the State of Oregon, covering construction and maintenance of a section of the East Bank Freeway in Portland.

Herewith for your records is original of easement indenture dated January 19, 1962.

Will you please arrange for payment of the $18,500 by the State to the Railroad Companies, as requested in Mr. Williamson's letter of May 29.

Yours very truly,

G. H. Baker

G. H. Baker,
Superintendent

cc:
Mr. H. M. Williamson,
Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

Mr. A. W. Kilborn, Superintendent
Southern Pacific Company
Union Station
Portland, Oregon

RECEIVED
JUN 11 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 4 1962
FOR FILING

June 1, 1962

Mr. E. M. Williamson, Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

Dear Sir:

This will acknowledge receipt of your letter of May 28 enclosing the State's copy of the agreement covering the East Bank Freeway-Benfield Freeway Interchange in Portland; also, acknowledgment is made of your letter of May 29 calling attention to the payment of $15,[illegible] due the railroad Companies under the terms of the agreement.

As soon as we receive the indentures, which are now in Mr. Baker's office, we will process the matter of payment.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

C. S. Fassen
Deputy State Highway Engineer

CSFrma

cc Mr. O. H. Baker
bc. Mr. Forrest Cooper
Mr. L. I. Lindas
Mr. C. H. Maison

I am in doubt as to how you will handle this but presume that the agreement and indenture are sufficient authority for making the payment.

CSF

4-61

S-2708

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

H. M. WILLIAMSON
CHIEF ENGINEER—SYSTEM
R. C. NISSEN
ASSISTANT CHIEF ENGINEER
W. J. JONES
ENGINEER MAINTENANCE OF WAY AND STRUCTURES—SYSTEM
G. J. LYON
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES
A. D. DEMOSS
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES
C. E. NEAL
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES

IN REPLY PLEASE REFER TO
911700/323
O-PD-59-1

May 29, 1962

Mr. Forrest Cooper
State Highway Engineer
State of Oregon
State Highway Department
Salem, Oregon

Attention: Mr. G. S. Paxson
Deputy State Highway Engineer

Dear Sir:

This will supplement our letter of May 28, 1962, in connection with two documents dated January 19, 1962, between Southern Pacific Company, OWR&N Company, its lessee, Union Pacific Railroad Company and State of Oregon, covering construction and maintenance of the East Bank Freeway in Portland.

This is to remind you that the agreement provides for a payment of the sum of $18,500 by the State to Southern and Union, in consideration of the easement indenture.

Will you please remit one-half of this amount to Mr. Baker for the account of his company and one-half of it to us for the account of Southern Pacific Company.

Yours very truly,

HM Williamson
Jr.

cc: Mr. G. H. Baker, Supt.
Union Pacific Railroad Company
2525 No. Larrabee Ave.
Portland 17, Oregon

RECEIVED
MAY 31 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 31 1962
OREGON
STATE HIGHWAY COMMISSION

S-2705

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

IN REPLY PLEASE REFER TO
911700/323
0-PD-59-1

H. M. WILLIAMSON
CHIEF ENGINEER—SYSTEM
R. C. NISSEN
ASSISTANT CHIEF ENGINEER
W. J. JONES
ENGINEER MAINTENANCE OF WAY AND STRUCTURES—SYSTEM
G. J. LYON
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES
A. D. DeMOSS
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES
C. E. NEAL
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES

May 28, 1962

RECEIVED
MAY 31 1962
OFFICE OF
STATE HIGHWAY ENGINEER

Mr. Forrest Cooper
State Highway Engineer
State of Oregon
State Highway Department
Salem, Oregon

Attention: Mr. G. S. Paxson
Deputy State Highway Engineer

Dear Sir:

Attached is a carbon copy, marked "State Copy", of agreement dated January 19, 1962, between Southern Pacific Company, Oregon-Washington Railroad & Navigation Company, its lessee, Union Pacific Railroad Company, and State of Oregon, covering construction and maintenance of the East Bank Freeway in Portland.

We are attaching to Mr. Baker's copy the original of that same document, marked "U.P. RR Copy".

We are also attaching to Mr. Baker's copy of this letter the original of easement indenture, dated January 19, 1962, together with a carbon copy of it, marked "State Copy". Through inadvertence, documentary stamps in the amount of $20.35 were affixed to the original of the easement indenture instead of to the carbon copy marked "State Copy". Inasmuch as the original of the indenture contains many approval signatures by Union Pacific officers, we are asking that Mr. Baker arrange to conform the carbon copy of the indenture, now endorsed "State Copy", and retain it for the records of Union Pacific and that he then send to you the original of the easement indenture bearing the stamps so that you may have it properly recorded. When it has been recorded, will you please furnish both Mr. Baker and us the recording data.

When these two documents reached us from Mr. Baker's office, they both bore the date of January 19, 1961, which was apparently the result of an error in typing here. This former date is obviously incorrect and we have, therefore, changed both documents to bear the date of January 19, 1962.

Yours very truly,

HMWilliamson
lc

Attach.
cc: Mr. G. H. Baker, Supt.
Union Pacific RR Co., Portland

RECEIVED
FOR FILING
309
6044

BRANCH LABORATORY: 1856 MARTIN AVENUE • SANTA CLARA • CHERRY 8-5262
BRANCH OFFICE: 61 JORDAN STREET • SAN RAFAEL • GLENWOOD 4-8650

CABLE: HANX

ABBOT A. HANKS, INC.
ESTABLISHED 1868
1300 SANSOME STREET • SAN FRANCISCO 11, CALIFORNIA • EXBROOK 7-2464

Engineers
Assayers
Chemists
Metallurgists
Spectrographers
Soils and Foundations
Consulting · Testing · Inspecting

March 27, 1962

State Highway Department
State of Oregon
Salem, Oregon

Attention Mr. Forrest Cooper
Chief, Engineering Department

Re: Structural Steel Inspection
Banfield Interchange

Gentlemen:

We note that Vinnell Steel, in Oakland, California, has received a contract to fabricate the structural steel for Structures B, C, D and E, Banfield Interchange, Multnomah County, East Bank Freeway Section, Pacific Highway.

Our firm is an independent inspection and testing agency which has been functioning in this field for over 95 years, specializing in steel and concrete. We have been inspectors on a large number of steel structures, including many bridges and overpasses. At the present time, we are in the Vinnell Steel shop on a major hotel project and a large court house building. We have an adequate staff of highly qualified and experienced inspectors, backed by complete laboratory, metallurgical, and engineering facilities.

We understand that on some occasions in the past you have had an arrangement with the State of California. It is our belief that we could perform this work for you at lower cost and on an equal level of quality. This has been proved on occasion in the past. We have a flexible organization and could provide service to you as required, either full charge, full time, or supplemental inspectors to work with your own personnel if that were desired.

If you should desire references, we could refer you to Mr. J. R. Bremner of the Donald M. Drake Company, general contractors for this project. Mr. Bremner has known our

Ltr to State

company for many years. We are also well known to Charlton Laboratories and General Testing and Inspection of Portland, Oregon.

We would very much appreciate the opportunity of discussing this project with you or your representative in more detail at any time or place that might be convenient to you. We feel confident that we can make an attractive proposal to the State of Oregon and follow it through with good service.

Yours very truly,

ABBOT A. HANKS, INC.

George F. Durbin

George F. Durbin

GFD:hms

RECEIVED
MAR 2 8 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 9 1962
FOR FILE
6044

March 7, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Dear Sir:

We are forwarding three copies of Indenture dated November 4, 1960, File No. 28812 and 28596, from the Southern Pacific Company to the State of Oregon relative to the construction of the Banfield Interchange structure, Project No. I-5-6(32)303.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:mmb

RECEIVED
MAR 5 1962

FOR FILING
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER

G. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

March 2, 1962

6044

Donald M. Drake Company
1600 N. W. Savier Street
Portland 9, Oregon

Gentlemen:

The State Highway Commission on March 2, 1962 awarded to you State Highway Contract No. 6044 for the following project:

Structures "B", "C", "D", and "E" on the Banfield Interchange, East Bank Freeway section of Pacific Highway in Multnomah County.

This award was based on your bid of $3,207,745.00 which was the low bid submitted to the Commission on February 26, 1962 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant

RECEIVED
MAR 2 1962
FOR STATE HIGHWAY ENGINEER

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. NE

TO : Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: March 2, 1962

6044

CGPolk

FROM : C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

SUBJECT: Oregon Project I-5-6(32)303

This is to advise of our prior concurrence as of this date in award of Contract 6044 for Oregon Project I-5-6(32)303, Banfield Interchange Structures, East Bank Freeway Section in Portland to Donald M. Drake Company of Portland, Oregon, low bidder in the amount of $5,207,745.00 at the February 28, 1962 bid opening.

cc: Region
Washington

RECEIVED
MAR 5 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
P. M. STEPHENSON

RECEIVED
MAR 5 1962
FOR FILING

E-C-6(10)-1-1
6044

March 2, 1962

Mr. H. F. Hoy, Chief Engineer
Spokane, Portland and Seattle Railway Company
1101 N. W. Hoyt Street
Portland 7, Oregon

Dear Sir:

Re: East Bank-Banfield Interchange

This is to advise that the State will accept billing from the Spokane, Portland and Seattle Railway Company for any necessary flagging or watchman services in connection with the construction of the viaduct across its tracks at the East Bank-Banfield Interchange.

Since these charges will be a burden of our contractor, we must insist that all billings be in our hands within the 120-day limit after completion of the project.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

GSPjms
cc Mr. Forrest Cooper
Mr. P. M. Stephenson
Mr. I. D. Merchant

Form 1812

SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY

OREGON TRUNK RAILWAY
OREGON ELECTRIC RAILWAY COMPANY
RUTH REALTY CO.

H. F. MOY,
SECRETARY
CHIEF ENGINEER

OFFICE OF CHIEF ENGINEER

1101 N. W. HOYT STREET
PORTLAND 7, OREGON

February 27, 1962

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Dept.
Salem, Oregon

Attention: Mr. G. S. Paxson
Deputy State Highway Engr.

Dear Sir:

Reference is made to the plans and specifications covering structures B, C, D & E, Banfield - Eastbank Interchange, dated February, 1962, which were received in this office on February 6th with your letter of transmittal of February 1, 1962.

This is to advise you that the S.P.& S. Railway approves these plans and specifications as submitted, one set of which is being returned to you with my marginal approval indicated on same. As per our telephone conversation today you agreed to submit to me a letter stating that the Oregon State Highway Department would assume any expense that the S.P.& S. Railway would be put to in the event that flagging had to be done for the protection of our trains.

Very truly yours

H F Moy

Chief Engineer

HFM-o

RECEIVED
FEB 28 1962
OREGON
STATE HIGHWAY COMMISSION

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 23, 1962

6044

City of Portland
Water Engineers
City Hall
Portland 4, Oregon

Attention: Mr. H. K. Anderson

Re: Structures B, C, D & E, Banfield Interchange
East Bank Freeway Section
Pacific Highway
Multnomah County
Project I-5-6(32)303

Gentlemen:

The Bureau of Public Roads has approved the programming of this project into Stage 2 as of January 31, 1962. You are hereby authorized to proceed with the preliminary engineering required to prepare an estimate and sketch map for the adjustment of your reimbursable facilities in conflict with the proposed new construction. The estimate and sketch map should be prepared in accordance with the City Agreement and PPM 30-4, and be submitted to the Construction Engineer at an early date.

Very truly yours,

F. D. Morgan
Construction Engineer

By C. H. Baker

C. H. Baker
Ass't. Field Construction Engineer

FWS:bjh

cc: G. S. Paxson
R. L. Porter

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FOR FILING
I-5-6(

H. M. WILLIAMSON
CHIEF ENGINEER—SYSTEM
R. C. NISSEN
ASSISTANT CHIEF ENGINEER
W. J. JONES
ENGINEER MAINTENANCE OF WAY AND STRUCTURES—SYSTEM
G. J. LYON
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES
A. D. DeMOSS
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES
C. E. NEAL
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES

S-2705-B

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

IN REPLY PLEASE REFER TO

February 13, 1962

911700/323
O-PD-59-1

Mr. Forrest Cooper
State Highway Engineer
State of Oregon
State Highway Department
Salem, Oregon

Attention: Mr. G. S. Paxson
Deputy State Highway Engineer

Dear Mr. Cooper:

This refers to Mr. Paxson's 'phone conversation of February 9 with Mr. Kruttschnitt requesting early approval of the final plans and Contract Special Provisions for the Banfield Interchange on the East Bank Freeway in Portland, bids for which are to be received on February 28.

We are returning herewith one copy each of the reduced scale final plans and Contract Special Provisions approved on behalf of Southern Pacific by the Assistant Chief Engineer.

Yours truly,

Enc.

NOTED
G. S. PAXSON

H. M. WILLIAMSON
Per R.C.N.

2-16-62
Original to Merchant.
HMP

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6(17)

February 3, 1962

Mr. Warne Nunn
Executive Assistant
Executive Department
Capitol Building
Salem 10, Oregon

Dear Mr. Nunn:

Reference is made to the telegram to Senator Morse from W. L. Colt of Portland in which Mr. Colt alleges that the Highway Department is attempting to dispossess him from his place of business without the payment of proper compensation.

This right-of-way transaction involves real property needed for the east approach to the proposed Marquam Bridge in Portland. The matter is somewhat complicated due to the interests of two parties. Mr. Colt and Mrs. Dora H. Peters are partners in a machine and steel fabricating business known as the Peters Company. The partnership leases a building, which contains the company, from Mrs. Peters personally.

In situations of this kind, the Highway Department attempts to negotiate a settlement with the owner of the property on a basis that the owner will take care of any lease or other interest, and this is the procedure that is being followed in this case. It is an established point of law in acquiring property for public use that the acquiring agency does not divide the compensation between the various parties of interest. It is the agency's obligation to pay the fair market value for the whole property and the division of this compensation between the various interests is their obligation.

To date, negotiations in this case have been with Mrs. Peters' attorney, Mr. Hugh Barnes, but before the matter is concluded it will be necessary to have Mr. Colt's concurrence.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Assistant Highway Engineer

RLP:ajw

cc Forrest Cooper
L. I. Lindas
W. T. Wright

FORM R-30 5OM 3-61 34397

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
February 2, 1962

SUBJECT: File No. R-28549 - Peters
East Bank Freeway Section
Pacific Highway
Multnomah County

To: Mr. R. L. Porter
Assistant Highway Engineer

O F F I C E

The following are the facts developed so far in connection with the acquisition of the above property.

The property being acquired involves, in addition to the land, a shop building in which is located the Peters Company, a machine and steel fabricating business. Title to the entire property is in the name of Dora H. Peters. There is a lessee involved, to wit: the Peters Company, which is a partnership composed of W. L. Colt and Dora Peters.

Mrs. Peters, the fee owner of the property involved, is represented by Hugh Barzee, an attorney in the American Bank Building in Portland, Oregon.

Appraisals have been secured upon this property and we are, at the present time, negotiating with Mrs. Peters for the sale of the land and building, including whatever fixtures therein that can be considered part of the realty.

Much of the equipment within the building is personalty which the owners will have to move when the State acquires possession.

All of the negotiations for the property have been through Mrs. Peters, the owner of the fee, which is our normal procedure. Of course, what interests the lessees may have in the property and what amount of money they would be entitled to is a subject of a supplemental hearing

NOTED
R. L. PORTER

or a supplemental agreement between the lessees and the owner of the fee. The State is not interested in the lessees' interest in the property, but only interested in the fair market value of the entire property. We, of course, would not make any settlement in this case without the lessees being made a part to the same. However, this does not mean that we would endeavor to separately value each interest and then pay to them in accordance with that valuation.

Mr. Colt, the manager of the Peters Company, the lessees, states that the State Highway Commission can dis-posses them without compensation or relocation costs. This, of course, is not wholly true. After having made a settlement with the fee owner for the fair market value of the land and building as enhanced by the fixtures that may be considered a part of the realty, notice would then be given to the lessees to remove from the building any per-sonalty owned by them. Any moving costs needed to do this are not compensable in this state. Our Supreme Court has on two occasions, and one very recently, enunciated the almost universal rule that the cost of moving personalty or relocation costs are not compensable. The Department, of course, always gives lessees and landowners adequate time in which to vacate premises so that the same may be then used for the highway purpose for which it is secured. No settlement as to compensation will be made without all interested parties being in agreement as to the fair market value of the whole property.

It would appear to me the best suggestion to Mr. Colt would be to get in touch with his partner, who is also the owner of the fee in this instance, to work out a settle-ment as to a division of the award made for the purchase of the property. If he is unable to get satisfaction in this method, his next alternative would be to hire his own attorney to protect his rights. I will reiterate, however, that even though a settlement figure is arrived at between the owner of the fee and the State Highway Department, we still would

not buy subject to the lease, but would insist upon the lessees being signatories to the option form also. This, in turn would assure that the check would be made out in the names of all and the fee owner and the lessees could then sit down to work out an agreement as to their individual share.

L. I. LINDAS
Chief Counsel

LIL:dc

DOMESTIC SERVICE

Check the class of service desired, otherwise this message will be sent as a fast telegram

TELEGRAM | DAY LETTER | NIGHT LETTER

$ S E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE

Check the class of service desired, otherwise the message will be sent at the full rate

FULL RATE | LETTER TELEGRAM | SHORE SHIP

NO. WDS.-CL. OF SVC.	PD OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

3:10 P.M., February 1, 1962

Senator Wayne Morse
Senate Office Building
Washington, D. C.

We operate a machine and steel fabricating business in Portland. Federal-State Highway Program requires leased location be vacated. State Highway Commission claims can dispossess us without compensation or relocation costs. This can force us out of business. Desperately need help.

/s/ W. L. Celt, Gen. Mgr.
THE PETERS COMPANY
1933 S. E. Union
Portland 14, Oregon

CC: The Honorable Mark Hatfield, Governor of Oregon ✓
Mr. M. J. Frey, The Oregonian
The Chamber of Commerce, Portland

NOTED
R.L. PORTER

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FEB 15 1962
FOR FILING

February 8, 1962

Mr. E. F. Hoy, Chief Engineer
Spokane, Portland & Seattle Railway Company
1101 N. W. Hoyt Street
Portland 7, Oregon

Dear Sir:

Re: East Bank - Banfield Interchange

Complete plans and specifications for the interchange between the East Bank Freeway and the Banfield Freeway were sent to you some time ago. Three legs of this interchange crossed two of your tracks located on N. E. 2nd Avenue. Over the telephone, you questioned the lack of an agreement with your Company and also asked concerning clearances over these tracks.

It is our position that no agreement with your Company for this crossing is necessary. Your tracks are on N. E. 2nd Avenue under a permit granted by the City of Portland on January 29, 1948, which is City of Portland Ordinance No. 86622. Item 23 in the description of trackage covered by this Ordinance covers the two tracks in question. In "Section 5. Reservation of City Street Rights", it is provided that "nothing in this permit shall be construed to prevent the City from constructing" any viaduct approach, bridge tunnel approach... In view of the terms of this permit, the construction of the interchange is covered.

Your tracks are flanked on either side by a track of the Union Pacific Railroad Company, and there will be no change in the horizontal clearances now provided. The same spans also cross these Union Pacific tracks. The vertical clearance above top of rail on your tracks will not be less than 23 feet.

We have provided railroad insurance for your Company as a matter of protection for the contractor, the State, and your Company. There will be no excavation or foundation work in the vicinity of your tracks. The only work affecting your tracks in any way will be the swinging of the steel girders spanning both your tracks and the Union Pacific tracks.

In order that our records may be complete, I would appreciate your approval on the plans and specifications submitted and their return to us.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

cc Forrest Cooper
P. M. Stephanson
Ivan Marchant

GSP:ms

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366-22

ORDINANCE ACCEPTANCE

Portland, Oregon February 2 19 49

...SON,
...the City of Portland,

..., Oregon,

...is to advise the City of Portland, Oregon, that I hereby accept the terms and provisions

...No. 86628 ..., passed by the Council Jan. 29, 1948 granting
...ble permit to the Spokane, Portland & Seattle Railway Company,
...L. F. Stanton, 1101 NW Hoyt Street, Portland 7, Oregon, its
...rs, lessees and assigns, to own, maintain, equip, operate, or
...be operated, renew and reconstruct railroad tracks of standard
...with switches, turnouts, crossovers and connections; yard tracks,
...tracks, sidetracks and certain industrial spur tracks upon
...certain streets and public places within the City of Portland,
...luding other terms and conditions

...deration of the benefits to be received thereunder by me I hereby agree to abide by and
...and all of the terms and provisions thereof applicable to me.

Very truly yours,

E. B. Stanton

Vice President & General Manager
Spokane, Portland & Seattle Railway Co.

...as to form:

Jamieson H. Brown

City Attorney

American Bank Building,
Address

...Acceptance is required of a firm or corporation the Acceptance must be signed by an
...of the firm stating his or her official title.

ORDINANCE No. 86622

An Ordinance granting a revocable permit to the Spokane, Portland and Seattle Railway Company, care of E. B. Stanton, 1101 N.W. Hoyt Street, Portland 7, Oregon, its successors, lessees and assigns, to own, maintain, equip, operate, or cause to be operated, renew and reconstruct railroad tracks of standard gauge, with switches, turnouts, crossovers and connections, yard tracks, connecting tracks, sidetracks and certain industrial spur tracks upon and along certain streets and public places within the City of Portland, and providing other terms and conditions.

The City of Portland does ordain as follows:

Section 1. REVOCABLE PERMIT GRANTED. That a revocable permit be and the same is hereby granted to the Spokane, Portland and Seattle Railway Company, its successors, lessees and assigns (hereinafter referred to as the grantee) to own, maintain, equip, operate, or cause to be operated, renew and reconstruct railroad tracks of standard gauge in the City of Portland, Multnomah County, Oregon, insofar as said tracks will be located within the street area on center line of said tracks, being more particularly described as follows:

Connection from S.E. 3rd Avenue Track
and S.W.E. Water Avenue Track

(1) Beginning at the point of switch in the Portland General Electric track on S.E. Water Avenue 71.0 feet north of the north line of S.E. Main Street, thence southerly through a #5 turnout to the left and a 193.18' radius curve to the left 138 feet to the south line of S.E. Main Street at a point 8.0 feet east of the east line of S.E. Water Avenue.

(2) Beginning at a point on the west line of S.E. 1st Avenue 80.5 feet south of the south line of S.E. Main Street, thence east 60 feet to the east line of S.E. 1st Avenue at a point 80.5 feet south of the south line of S.E. Main Street.

(3) Beginning at a point on the west line of S.E. 2nd Avenue 80.5 feet south of the south line of S.E. Main Street, thence east 60 feet to the

ORDINANCE No. 86622

east line of S.E. 2nd Avenue at a point 80.5 feet south of the south line of S.E. Main Street.

(4) Beginning at the point of switch on the Union Pacific Railroad Company's track on S.E. 3rd Avenue at a point 71.0 feet north of the north line of S.E. Main Street, thence southerly through a #6 turnout to the right and through a 30° curve to the right 138.0 feet to the south line of S.E. Main Street at a point 8.0 feet west of the west line of S.E. 3rd Avenue.

East Side Yard Tracks

(5) Beginning at the point of switch in the Union Pacific Railroad Company's track on S.E. 3rd Avenue 67.0 feet south of the south line of S.E. Main Street, thence northerly through a #6 turnout to the right and a 24° curve to the right 133 feet to the north line of S.E. Main Street at a point 4.6 feet east of the east line of S.E. 3rd Avenue.

(6) Beginning at the point of switch in the Union Pacific Railroad Company's track on S.E. 3rd Avenue 5.3 feet south of the south line of S.E. Main Street, thence northerly through a #6 turnout to the right 143 feet to a point on the east line of S.E. 3rd Avenue at a point 75 feet north of the north line of S.E. Main Street.

(7) Beginning at a point on the south line of East Salmon Street 5.6 feet east of the east line of S.E. 3rd Avenue, thence northerly 60 feet to the north line of East Salmon Street at a point 5.9 feet east of the east line of S.E. 3rd Avenue.

(8) Beginning at a point on the south line of East Salmon Street 51.3 feet east of the east line of S.E. 3rd Avenue, thence northerly 60 feet to the north line of East Salmon Street at a point 51.2 feet east of the east line of S.E. 3rd Avenue.

(9) Beginning at a point on the south line of East Salmon Street 62.6 feet east of the east line of S.E. 3rd Avenue, thence northerly 60 feet to the

ORDINANCE No. 866222

north line of East Salmon Street at a point 63.3 feet east of the east line of S.E. 3rd Avenue.

(10) Beginning at a point on the south line of East Salmon Street 97.9 feet east of the east line of S.E. 3rd Avenue, thence northeasterly 60.6 feet to the north line of East Salmon Street, at a point 106.8 feet east of the east line of S.E. 3rd Avenue.

(11) Beginning at a point on the south line of East Salmon Street 112.9 feet east of the east line of S.E. 3rd Avenue, thence northeasterly 60.3 feet to the north line of East Salmon Street, at a point 119.2 feet east of the east line of S.E. 3rd Avenue.

(12) Beginning at a point on the south line of East Taylor Street 6.11 feet east of the east line of S.E. 3rd Avenue, thence northerly 60 feet to the north line of East Taylor Street at a point 5.98 feet east of the east line of S.E. 3rd Avenue.

(13) Beginning at a point on the south line of East Taylor Street 51.2 feet east of the east line of S.E. 3rd Avenue, thence northerly 60 feet to the north line of East Taylor Street at a point 50.6 feet east of the east line of S.E. 3rd Avenue.

(14) Beginning at a point on the south line of East Taylor Street 63.1 feet east of the east line of S.E. 3rd Avenue, thence northerly 60 feet to the north line of East Taylor Street, at a point 62.7 feet east of the east line of S.E. 3rd Avenue.

(15) Beginning at a point on the south line of East Taylor Street 107.4 feet east of the east line of S.E. 3rd Avenue, thence northerly 60 feet to the north line of East Taylor Street, at a point 107.2 feet east of the east line of S.E. 3rd Avenue.

(16) Beginning at a point on the south line of East Taylor Street 119.4 feet east of the east line of S.E. 3rd Avenue, thence northerly 60 feet to the north line of East Taylor Street, at a point 119.3 feet east of the east line of S.E. 3rd Avenue.

(17) Beginning at a point on the south line of East Yamhill Street 5.7 feet east of the east line

ORDINANCE No. 86622

of S.E. 3rd Avenue, thence northerly 60 feet to the north line of East Yamhill Street, at a point 5.7 feet east of the east line of S.E. 3rd Avenue.

(18) Beginning at a point on the south line of East Yamhill Street 50.4 feet east of the east line of S.E. 3rd Avenue, thence northerly 60 feet to the north line of East Yamhill Street, at a point 50.5 feet east of the east line of S.E. 3rd Avenue.

(19) Beginning at a point on the south line of East Yamhill Street 62.6 feet east of the east line of S.E. 3rd Avenue, thence northerly 60 feet to the north line of East Yamhill Street, at a point 62.5 feet east of the east line of S.E. 3rd Avenue.

(20) Beginning at a point on the south line of East Yamhill Street 107.1 feet east of the east line of S.E. 3rd Avenue, thence northerly 60 feet to the north line of East Yamhill Street at a point 107.1 feet east of the east line of S.E. 3rd Avenue.

(21) Beginning at a point on the south line of East Yamhill Street 119.3 feet east of the east line of S.E. 3rd Avenue, thence northerly 60 feet to the north line of East Yamhill Street, at a point 119.3 feet east of the east line of S.E. 3rd Avenue.

East Yard Connection

(22) Beginning at the point of switch in the Union Pacific Railroad Company's track on S.E. 3rd Avenue at a point 13 feet south of the south line of S.E. Belmont Street, thence through a #5 turnout to the left 143 feet to the east line of S.E. 3rd Avenue to a point, said point being 48 feet north of the north line of S.E. Yamhill Street.

Two Interchange Tracks on N.E. 2nd Avenue

(23) Beginning at the point of switch in the Union Pacific Railroad Company's track on N.E. 2nd Avenue 182.2 feet north of the center line of S.E. Ankeny Street, thence north on N.E. 2nd Avenue 985.6 feet to a point 102 feet south of the south

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line of N.E. Flanders Street, thence on a 20° curve to the left 171.7 feet to the north line of N.E. Flanders Street at a point 32 feet west of the west line of N.E. 2nd Avenue.

(24) Beginning at the point of switch in the Union Pacific Railroad Company's track on N.E. 2nd Avenue 119.6 feet north of the center line of S.E. Ankeny Street, thence north on N.E. 2nd Avenue 1056.2 feet to a point 94 feet south of the south line of N.E. Flanders Street, thence on a 20° curve to the left 161.3 feet to the north line of N.E. Flanders Street at a point 14 feet west of the west line of N.E. 2nd Avenue.

Sullivan's Gulch line, crossing: E. Burnside Street, N.E. Couch Street, N.E. Davis Street, N.E. 3rd Avenue, N.E. Everett Street, N.E. Union Avenue, N.E. Grand Avenue, N.E. Flanders Street, N.E. 6th Avenue, N.E. Glisan Street, N.E. 7th Avenue, N.E. Hoyt Street, N.E. 8th Avenue, N.E. 9th Avenue, N.E. Irving Street, N.E. 10th Avenue and N.E. 11th Avenue.

(25) Beginning at the point of switch in the Union Pacific Railroad Company's track on S.E. 2nd Avenue 22.4 feet north of the center line of S.E. Ankeny Street, thence northerly through a #6 turn-out to the right 68.5 feet, thence on a 30° curve to the right 53.0 feet, thence on tangent to last curve 137.2 feet, thence on a 30° curve to the left 93.5 feet, thence tangent to last curve 350.4 feet, thence on a 30° curve to the right 104.9 feet, thence tangent to last curve 237.3 feet, thence on a 15°12' curve to the right 80.3 feet, thence on a 20° curve to the right 142.3 feet, thence tangent to last curve 331.1 feet, thence on a 20° curve to the left 126.5 feet, thence on tangent to last curve 42.7 feet, thence on a 10° curve to the right 64.0 feet, thence on tangent to last curve 305.8 feet, thence on a 10° curve to the left 107.2 feet, thence on a reverse 10° curve to the right 107.2 feet, thence tangent to last curve 180.0 feet, thence on a 1°31' curve to the right 948.4 feet to a point of compound curve, thence on a 10° curve to the right 130.0 feet, thence tangent to last curve 45.8 feet, thence on a

ORDINANCE No. 86622

11° 30' curve to the left 65.0 feet more or less to the end of S. P. & S. Ry. Co. right of way at a point 10 feet more or less west of the west line of N.E. 12th Avenue.

West Side Tracks from N.W. 12th Avenue and and W. Burnside Street to N.W. Nicolai Street between N.W. 30th and N.W. 31st Avenues

(26) Beginning at the north line of W. Burnside Street on N.W. 12th Avenue thence north on N.W. 12th Avenue 3,495 feet to a point 114.65 feet south of the center line of N.W. Pettygrove Street; thence on a 120 foot radius curve to the left 187 feet to a point in N.W. Pettygrove Street 82 feet west of the center line of N.W. 12th Avenue, thence west on N.W. Pettygrove Street 3,183 feet to a point that is 114.65 feet east of the center line of N.W. 22nd Avenue; thence on a 120 foot radius curve to the right 187 feet to a point in N.W. 22nd Avenue that is 114.65 feet north of the center line of N.W. Pettygrove Street; thence north on N.W. 22nd Avenue 2,821 feet to a point that is 139.35 feet south of the center line of N.W. Nicolai Street; thence on a 120 foot radius curve to the left 205 feet to a point in N.W. Nicolai Street that is 133 feet west of the center line of N.W. 22nd Avenue; thence west on N.W. Nicolai Street 2,184 feet; thence on a 20 degree curve to the left 38.3 feet; thence continuing on N.W. Nicolai Street 538.6 feet; thence on a 10 degree curve to the left 27.3 feet; thence on N.W. Nicolai Street 188.0 feet; thence on a 12° curve to the right 60.0 feet; thence continuing on N.W. Nicolai Street 342.7 feet; thence on a 20° curve to the right 52.5 feet; thence continuing on N.W. Nicolai Street 299.5 feet; thence on a 4° 30' curve to the right 129.2 feet; thence on tangent to last curve 43.1 feet; thence on an increasing Talbot spiral curve to the right 90.0 feet; thence on a 4° curve to the right 170.0 feet to the north line of N.W. Nicolai Street at a point that is 136.0 feet west of the west line of N.W. 30th Avenue.

Siding on N.W. 12th Avenue

(27) Beginning at the north line of W. Burnside Street on N.W. 12th Avenue, thence north on N.W.

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12th Avenue 10.7 feet west of the main track on N.W. 12th Avenue 3,428 feet to a point of switch in the N.W. 12th Avenue track 35 feet north of the north line of N.W. Overton Street.

N.W. Flanders Street Line

(28) Beginning at a point of switch in the N.W. 12th Avenue track 10.0 feet south of the center line of N.W. Glisan Street, thence south on N.W. 12th Avenue through a #4½ turnout to the right and on a 120 foot radius curve to the left to a point in N.W. Flanders Street that is 98.5 feet east of the center line of N.W. 12th Avenue, thence east on N.W. Flanders Street 2,891.5 feet to the west line of N.W. 1st Avenue.

N.W. 12th Avenue Yard Connection

(29) Beginning at the point of switch in the N.W. 12th Avenue track 6 feet south of the north line of N.W. Johnson Street, thence northerly through a #9 turnout to the right 210 feet to the east line of N.W. 12th Avenue at a point near the south line of N.W. Kearney Street.

Spur Track Across E. Burnside Street
(Bridgeport Hotel Spur)

(30) Beginning at a point on the south line of E. Burnside Street 56 feet east of the east line of S.E. 2nd Avenue, thence northeasterly 67 feet to the north line of E. Burnside Street 84.8 feet east of the east line of S.E. 2nd Avenue.

Spur Track Across E. Burnside Street
(Frigidaire Spur)

(31) Beginning at a point on the south line of E. Burnside Street 84 feet east of the east line of S.E. 2nd Avenue, thence northerly 60 feet to the north line of E. Burnside Street 87 feet east of the east line of S.E. 2nd Avenue.

Spur Track Across N.E. Couch Street
(Powers Furniture Spur)

(32) Beginning at a point on the south line of N.E. Couch Street 83 feet east of the east line of

ORDINANCE No. 86622

N.E. 2nd Avenue, thence northerly 61 feet to a point on the north line of N.E. Couch Street 91 feet east of the east line of N.E. 2nd Avenue.

Spur Track on N.W. 12th Avenue
(Crane Company Spur)

(33) Beginning at the point of switch in the N.W. 12th Avenue siding 43 feet north of the north line of N.W. Johnson Street, thence southerly through a #5 turnout to the right 281 feet on the west side of N.W. 12th Avenue to a point 23 feet north of the north line of N.W. Irving Street.

Spur Track on N.W. Pettygrove Street
(Excelsior Fence Company)

(34) Beginning at the point of switch in the N.W. Pettygrove Street track 274.3 feet east of the east line of N.W. 22nd Avenue, thence westerly through a #7 turnout to the right 223 feet on the northerly side of N.W. Pettygrove Street to a point 52 feet east of the east line of N.W. 22nd Avenue.

Spur Track on N.W. Nicolai Street
(Schmidt Steel Co. Spur No. 2)

(35) Beginning at the point of switch in the N.W. Nicolai Street track 2.6 feet east of the east line of N.W. 28th Avenue, thence easterly through a #5 turnout to the left 74.6 feet to the north line of N.W. Nicolai Street.

Spur Track on N.W. Nicolai Street
(Woodenware Spur)

(36) Beginning at a point of switch in the N.W. Nicolai Street track 108.7 feet east of the east line of N.W. 29th Avenue, thence easterly through a #5 turnout to the left 57 feet to the north line of N.W. Nicolai Street.

and as shown on the attached plan, marked Exhibit "A" and hereby made a part of this ordinance.

Section 2. CHARTER AND ORDINANCES APPLY: CITY'S CONSENT REQUIRED FOR ASSIGNMENT, ETC. This permit is

made subject to all of the applicable provisions passed pursuant thereto now in effect or hereafter made effective. The grantee shall be bound by each and every provision of said charter insofar as the same may be applicable as though such provisions were herein expressly written and made a part hereof. This permit shall apply to, inure to and bind the grantee herein, its successors, lessees and assigns; provided, however, that this permit shall not be assigned or its privileges sublet, nor shall any of the rights or privileges hereby granted or authorized be further leased or be assigned, sold or transferred without the prior consent of the City.

Section 3. COMMON USER.

a. This permit is granted upon the condition that the grantee shall allow any other railroad company to use in common with it the same track or tracks maintained hereunder throughout their entire length, including any private rights of way which intervene, upon obtaining the consent of the Council expressed by ordinance prescribing the regulations for such use and compensation therefor, each company paying an equitable and proper proportion of the construction, maintenance and repair of the tracks and appurtenances, and any private rights of way used by such railroad companies jointly, such proportion to be agreed upon by and between the grantee and said users, or fixed by the Council, subject to judicial review.

b. This permit is granted upon condition that the grantee shall allow the City of Portland for the purpose of a municipal commercial railroad belt line, if and when the City shall construct, maintain or operate such belt line, to use in common with the grantee any tracks or any part thereof that may be constructed, maintained or operated by the authority of this permit, as well as any tracks or part thereof upon the private rights of way of the grantee so as to make a continuous usable route; provided, nevertheless, that the City shall make fair and adequate compensation therefor.

c. Whenever by the terms of this permit the grantee is permitted to maintain and operate railroad track or tracks in, over, along and upon any public place, street or part of street wherever any other corporation now has a railway track or tracks, the grantee and such other

ORDINANCE No. 86622

corporation may agree to use in common such track or tracks and the appurtenances thereof. As to any and all railroad tracks now or hereafter laid by any corporation upon any public place, street or part of street covered by this permit upon which tracks the City of Portland has the power to give and grant the right and privilege of using the same in common with any other corporation, the consent of the City of Portland is hereby given to use any and all such tracks in common.

d. Whenever any track or any part thereof maintained or operated by authority of this ordinance is used by the City of Portland or by any other railroad company than the grantee, the City of Portland and each railroad company so using the same shall pay an equitable and proper portion of the cost for the construction, maintenance, repair and operation of the tracks and appurtenances, and any private right of way used by such railroad companies or the City jointly with the grantee. Railroad companies or the City operating locomotives, trains or cars by electric power may erect and maintain poles and wires and bond the rails for operating by electric power, without cost or expense to the grantee unless the grantee join in the use thereof, in which event each railroad company and the City using the electric power shall pay a proper and equitable proportion of the cost for the erection and maintenance of such poles and wires, bonding of rails and electric current consumed. In case the grantee is unable to agree with such other railroad companies or the City upon the equitable and proper apportionment of the cost of construction, maintenance, repair and operation of said tracks and appurtenances, and any private right of way, or of said electrification facilities, the Council may determine the same, subject to judicial review. The failure of such parties to agree shall not deprive the grantee of any right or privilege granted by this permit.

Section 4. PLANS, SPECIFICATIONS, CONSTRUCTION AND RESTORATION OF STREETS.

a. The grantee shall file in quadruplicate with the City Engineer complete plans and specifications showing the exact location within the street area of any work proposed under this permit, and no work shall be undertaken without the approval and permit of the City Engineer. All work of constructing, reconstructing, removing

ORDINANCE No. 866222

or replacing of tracks or pavement, or of erecting, laying or maintaining poles, conduits and cables, shall be done in a good and substantial manner and subject to inspection and approval by the City Engineer.

b. Whenever the grantee shall disturb any of the streets, alleys, avenues, public highway or grounds for the purpose mentioned in this section, it shall restore the same to good order and condition as soon as practicable without unnecessary delay, and upon failure to do so the Council and/or the City Engineer shall have the right to fix a time which shall be reasonable within which such repairs and restoration shall be completed, and upon failure of the grantee to make such repairs and restoration the City shall have the right to make, or cause to be made, such repairs and restoration, which shall be at the expense of the grantee.

c. This permit is granted on condition that the grantee will, at its own costs and expense, during the exercise of the privileges granted hereunder, pave, repave, repair or otherwise improve, maintain and adjust in like manner, or as directed by the City Engineer, any part or parts of the roadway and sidewalk area, as well as catch basins and inlets, underground construction and any other construction beyond the street lines which, by reason of the laying of the above mentioned tracks, shall in the opinion of the City Engineer require repairs, adjustment or construction. The grantee shall pay to the City any additional costs of constructing, reconstructing, altering, repairing or maintaining any municipal utility now existing, or which may hereafter be built, caused by the construction, maintenance or reconstruction of said tracks and appurtenances, the equitable amount of such costs to be determined by the City Engineer.

d. The grantee shall fill in to the established grade, plank, pave, repave, reconstruct or otherwise improve or repair and keep in good condition from time to time whenever and in the manner directed by the City of Portland those portions of the street between the rails of the above described tracks and those portions outside of the rails extending to the ends of crossties; provided that in no case shall the portion outside of the rails be less than one foot (1') in width measured from the outside of each rail.

ORDINANCE No. 86622

e. For the purpose of laying down, repairing, reconstructing, erecting or replacing railroad tracks, poles, conduits, wires, and of doing all things, or any thing, authorized in this permit, the grantee shall not obstruct any street for a greater continuous distance than the length of three blocks at any one time, nor for a period longer than two weeks at any one time, except that in case of bad weather, strike, riot, accident, casualty, delay, or default of carriers, materialmen or contractors or judicial interference or other causes beyond control of the grantee, the Council may extend such time.

f. This ordinance shall not exempt the grantee from taking out licenses or permits required by any general ordinance for any operation or construction carried on under the permit hereby granted.

Section 5. RESERVATION OF CITY STREET RIGHTS.

a. Nothing in this permit shall be construed to prevent the City from constructing or reconstructing any sewer, or from grading, paving, repairing and/or altering any street, avenue, alley or public highway, or from constructing any viaduct, viaduct approach, bridge, bridge approach, tunnel, or tunnel approach, or from the laying down, repairing or removing any water main, or from the construction, reconstruction, maintenance, or repair of any other public work by the City. All such work shall be done if practicable in such manner as not to obstruct, injure or prevent the free use and operation of the tracks of the grantee; provided, however, that if any of the tracks, poles, wires, cables, appliances, conduits or structures of the grantee authorized hereunder shall be placed in any of the streets, avenues, alleys or public highways and/or public places or grounds of the City so as to interfere with the construction, reconstruction, maintenance or repair of any public work as hereinbefore referred to, all such tracks, poles, wires, cables, appliances, conduits and structures shall be removed, relocated or replaced in such manner as shall be directed by the Council, so that the same shall not interfere with said public work of the City, and such removal, relocation or replacement shall be at the expense of the grantee.

b. Nothing contained in this permit shall be construed to prevent any private utility operating under a

ORDINANCE No. 86622

franchise or permit granted by the City from constructing, altering, repairing, maintaining or reconstructing its facilities such as pole lines, duct lines, conduits or pipe lines. All such work shall be done if practicable in such manner as not to obstruct, injure or prevent the free use and operation of the tracks of the grantee; provided, however, that if any of the tracks, poles, wires, cables, appliances, conduits or structures of the grantee shall be placed in any of the streets, avenues, alleys, public highways and/or public places or grounds of the City so as directly to interfere with the construction of any private utility improvement, whether it be the construction of a pole line, duct line, conduit or pipe line, such tracks, poles, wires, cables, appliances, conduits and structures shall be removed or replaced in such manner as shall be approved by the Council so that the same shall not interfere with said private utility improvement, but such removal and replacement shall be at the expense of the private utility requesting the same if said matters be not determined pursuant to law.

c. This permit shall not be construed to limit or prevent the City of Portland from granting permits or franchises to other corporations or individuals for the construction of other tracks crossing the tracks authorized under this ordinance and for the maintenance, operation and reconstruction of said other tracks.

Section 6. OPERATING PROVISIONS. The Council reserves the right to require hereafter by ordinance that mechanically and manually operated signals or other safety devices, or both, be installed and operated at any point where the Council deems necessary along tracks maintained under authority of this permit.

Section 7. A COVENANT TO SAVE CITY HARMLESS FROM DAMAGE. The grantee hereby agrees and covenants to save the City, its officers and employes, harmless from any claim for injury or damage, and to indemnify the City against any costs or loss arising from any casualty or accident to persons or property by reason of any act or neglect or failure to act done under this permit by or for the grantee, its agents or employes, under the rights and privileges hereby granted. Should suit or action be filed against the City, or its employes, either separately or jointly, with the grantee herein upon such

claim for damage or injury, said grantee, upon notice from the City, shall defend the City, either separately or jointly, in said suit or action as the City may elect, and the said grantee will pay any judgment for costs that may be rendered against the City, or its employes, separately or jointly, with the said grantee; provided, however, that the provisions of this section shall not be construed to constitute a waiver of any immunity or limitation upon right of action granted to the City under its charter.

Section 8. USE OF POLES AND CONDUITS BY CITY.

a. The grantee shall furnish to the City without compensation space on its poles (owned separately or in common) and in its ducts and underground conduits (owned separately or in common) for use by the City for its own wires, cables, fixtures or instruments for the Bureau of Fire, the Bureau of Police or the Bureau of Water Works communications or signal equipment, provided that the grantee shall not be responsible for any damage to the property of the City resulting from such use of facilities of the grantee by the City; provided further that the City shall so install and maintain such wires, cables, fixtures or instruments as to hold to a minimum the danger of contact between its equipment and that of the grantee, or that of any other user of the poles, ducts or conduits of the grantee; and provided further that in case of rearrangement of the facilities of the grantee the City shall, at its own expense, care for its own equipment and construction.

b. The City shall save the grantee free and harmless of and from claims for damages resulting from accidents caused directly by the construction, operation, maintenance or removal of said City owned equipment.

Section 9. FORFEITURE. In the event that the grantee violates or fails to do and perform any of the terms or conditions of this permit the grantee shall be notified of such failure by written notice from the City Engineer or the Commissioner of Public Utilities. If the grantee shall not promptly correct such violation or failure then the Council of the City of Portland may declare a forfeiture of this permit and revoke the same with or without previous notice to the grantee.

Section 10. ABANDONMENT. If the grantee shall abandon or for 120 days in succession discontinue use

ORDINANCE No. 86622

for the purpose set forth herein of the streets or any portion of the streets covered by this permit, then the grantee, unless prevented by state or federal law or regulatory authority, shall at the request of the City Council promptly remove its tracks and other property from the street or streets, or portion thereof, so abandoned or discontinued, and upon such removal restore those portions of said street, streets or portion thereof so abandoned or discontinued which under this ordinance are required to be kept in repair by the grantee, so that the same shall be placed in as good condition as at the time of abandonment or discontinuance, all work to be done as directed by and to the satisfaction of the City Engineer. Nonuser caused by strikes, legal action of the City or other causes beyond the control of the grantee shall not constitute abandonment or discontinuance of use within the meaning of this section. Nothing contained herein shall be deemed to be a consent on the part of the City to any abandonment.

Section 11. REVOCATION. The permit hereby granted is revocable as to the whole or as to any part thereof at any time at the pleasure of the Council of the City of Portland, and no expenditure of money hereunder or lapse of time or other act or thing shall operate as an estoppel against the City of Portland or be held to give the grantee any vested or other rights. Upon revocation of this permit or any part thereof by the Council the grantee shall within thirty days remove all tracks and appurtenances constructed or maintained under this permit, and shall put those portions of the streets affected by such removal in a condition as good as are the adjoining portions of said street at the time of removal, all work to be done as directed by and to the satisfaction of the City Engineer.

Section 12. MANNER OF GIVING NOTICE. Whenever by the terms of this ordinance notice is required to be given to the grantee, such notice shall be given in writing addressed to the principal office of the grantee in the City of Portland, Oregon; and whenever notice is required to be given to the City such notice shall be given in writing addressed to the City and delivered to the office of the Auditor of the City.

Section 13. ACCEPTANCE. The grantee shall within thirty days after this ordinance becomes effective file

ORDINANCE No. 86622

in the office of the Auditor of the City of Portland a written acceptance of this ordinance meeting the approval of the City Attorney. A failure on the part of the grantee to file such written acceptance within such time shall be deemed an abandonment and rejection of the rights and privileges conferred hereby and this ordinance shall thereupon be null and void. Such acceptance shall be unqualified and shall be construed to be an acceptance of all the terms, conditions and restrictions contained in this ordinance.

Passed by the Council, JAN 29 1948

Mayor of the City of Portland

Attest:

Auditor of the City of Portland

RECEIVED
MAR
FOR
I-5-6(3)
H. F. MOY.
6044 CHIEF ENGINEER

Form 1812

SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY

OREGON TRUNK RAILWAY
OREGON ELECTRIC RAILWAY COMPANY
RUTH REALTY CO.

OFFICE OF CHIEF ENGINEER

1101 N. W. HOYT STREET
PORTLAND 7, OREGON
February 7, 1962

Mr. Ivan D. Merchant
Bridge Engineer
Oregon State Highway Dept.
Salem, Oregon

Dear Mr. Merchant:

I have received your letter of February 1, 1962, transmitting three complete sets of plans and specifications for your Banfield - Eastbank Interchange at Portland.

These plans and specifications are somewhat of a surprise to us as we have not previously been approached by the Oregon State Highway Department on the interchange to be built between the Steel Bridge and the Burnside Bridge. From your plans I am unable to determine what the vertical height of your bridges will be above our tracks. I assume you have cleared this matter with the Union Pacific Railroad and the Southern Pacific Company.

I called your office yesterday afternoon relative to this matter and was advised that you were out for the day so I discussed it with Mr. Olan Pearson of your department. I suggested to him that the Highway Department submit a letter to my office indicating that the Oregon State Highway Department would assume any expenses that the S.P.& S. Railway would be put to in the event that S.P.& S. Railway employees would be needed as flagmen; also, to cover any other expenses we might be put to while your contractors are erecting these spans. Such a letter would enable me to have the contractors' insurance policies approved by our legal counsel without any controversy.

Very truly yours,

/sgd./ H. F. Moy

Chief Engineer

HFM-c

NOTED
P. M. STEPHENSON

RECEIVED
FEB 12 1962
FOR FILING

UNITED STATES GOVERNMENT

Memorandum

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. NE
Salem, Oregon

TO : Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Tran Merchant, State Bridge Engineer

DATE: February 7, 1962

FROM : C. O. Polk, Division Engineer
08-35.6 Salem, Oregon

SUBJECT: Use of State-furnished Piling, Banfield Interchange - I-5-6(32)303

With reference to our memorandum to you dated January 22, 1962, we now understand the surplus steel piling to be furnished the contractor on the subject project includes 8,292 linear feet from the Morrison Interchange project, I-5-6(24)302.

So that the cost of this considerable amount of material can be charged against the project on which it is to be used, your records should be adjusted to reflect this transfer of material. We suggest the cost of this material be included in a revised P. S. & E. estimate for the Banfield project. Our participation in the cost of this 8,292' of piling will be under the forthcoming Banfield project; however, it will be on the basis of the Morrison project contract bid price of $3.60 per linear foot.

FEB 9
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

RECEIVED
FEB 13 1962

FORM CO-12
(9-22-49)

UNITED STATES GOVERNMENT

FOR FILING

I-5-6(32)303

TO 6044

Memorandum

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

DATE: February 6, 1962

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

SUBJECT: Oregon Project I-5-6(32)303

We have approved, as of this date, the P. S. and E. documents for the construction of structures "B" "C" "D" & "E", Banfield Interchange, Eastbank Freeway Section in Portland.

Approval is upon the condition that evidence of approval of the plans by the railroad be submitted to this office prior to opening of bids on the project.

Approval is also subject to your making any correction found necessary following a further review of the plans.

This is to authorize your advertising for bids.

APPROVED
FEB 9 1962
OREGON
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

Copy To Young 2-9-62

RECEIVED
FEB 20 1962
FOR FILING

I-5-4(33)
6019

file

Salem, Oregon
January 22, 1962

Agenda Item 4-s

Mr. Forrest Cooper
State Highway Engineer
Office

File No. 30001 - S. P. Co. and
Union Pacific Co.
East Bank-Banfield Interchange
Multnomah County

Attention: Mr. G. S. Paxson
Deputy State Highway Engineer

Attached are three copies each of an agreement and an indenture with the Southern Pacific Company, the Union Pacific Railroad Company and the State covering the East Bank-Banfield Interchange in Portland. These copies have been executed by the State Highway Commission and are now ready for execution by the Railroad Companies.

When fully signed please return one copy of each document to this office for the Commission's files.

Secretary

rn
Attach

cc - Mr. Glen V. Sorensen
Staff Attorney

RECEIVED
FOR FILE
ADM

January 18, 1962

Oregon State Highway Commission

Gentlemen:

There will be before you at the Commission meeting January 19 an agreement and an indenture of access covering the construction of the interchange between the East Bank Freeway and the Banfield Freeway in Portland. These are three-party documents between the State, the Southern Pacific Company, and the Union Pacific Railroad Company.

I would recommend your approval and execution of the agreement and indenture.

Very truly yours,

Forrest Cooper
State Highway Engineer

GSP:ms

RECEIVED
JAN 4 1962
FOR FILING

January 3, 1962

Mr. H. M. Williamson, Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

Attention Mr. Kruttschnitt

Dear Sir:

Re: East Bank-Banfield
Interchange
Portland

The Union Pacific Railroad Company has forwarded to me the proposed agreement, which you prepared, between the Southern Pacific Company, the Union Pacific Railroad Company, and the State covering the construction of the interchange between the East Bank Freeway and the Banfield Freeway in Portland.

Section 8 on Page 5 of this agreement stipulates that the State shall take all necessary steps to secure the vacation to public use of those portions of S. E. Oak Street and S. E. Ash Street between the easterly line of First Avenue Annex and the Willamette River and that portion of First Avenue Annex between the southerly line of S. E. Oak Street and the northerly line of S. E. Ash Street. If these streets were to be vacated in the ordinary sense of the word, the title to the street area would revert to adjacent property owners and, in this case, a portion of the property on S. E. Oak Street is privately owned and half of this street would revert to that property. I do not believe that you had this in mind in writing the agreement.

We have already taken the necessary steps to close the streets listed above to public use. Such closure is contained in agreements with the City of Portland, copies of which were previously furnished to you. The streets will be permanently barricaded.

The project itself includes the construction of a track for your Company across these streets and the existing pavement

will be removed. The project has been approved by the City of Portland and since it includes this track construction, it is our opinion that this in itself gives your Company all necessary rights to operate tracks thereon.

In order to clarify the matter, we propose to change the word "vacation" in Section 8 of the proposed agreement to "closure". Since this is not a matter of interest to the Union Pacific Railroad Company, I am assuming that no objection will be raised by that Company to the change.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

GSP:ms
cc A.W. Kilbam - Ptld
cc Mr. Forrest Cooper
Mr. L. I. Lindas

UNITED STATES GOVERNMENT

Memorandum

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. N.E.
Salem, Oregon

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

DATE: January 2, 1962

Attention: Mr. G. S. Paxson, Deputy
State Highway Engineer

FROM : C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

By: T. Dec
Acting Division Engineer

SUBJECT: East Bank-Banfield Interchange (Portland)

We are returning herewith one copy each of a proposed agreement and an indenture of access covering the above interchange insofar as they affect Southern Pacific property and jointly-owned Southern Pacific and Union Pacific property. These documents have been reviewed in this office and appear satisfactory. We are prepared to approve them after signature by the interested parties. Please send us three copies of the executed documents when they are available.

We are returning the copy of an earlier agreement between the State and the Union Pacific Railroad Company covering Structure "A" at the above intersection. We will also approve this agreement when properly signed and when we have received a copy of the railroad's letter, mentioned in your December 26 letter, which shows the railroad's rates for flagging and contains a statement that billings will be in accordance with the required 120-day limit.

Attachments

RECEIVED
JAN 3 1962

RECEIVED
JAN 29 1962
FOR FILING

December 26, 1961

Mr. C. G. Polk, Division Engineer
U. S. Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: East Bank-Banfield Freeway
Interchange
Portland

Dear Sir:

I attach hereto one copy of a proposed agreement and one copy of an indenture of access covering the interchange between the Banfield Freeway and the East Bank Freeway insofar as it affects Southern Pacific property and the jointly-owned Southern Pacific and Union Pacific property. You have previously reviewed an agreement with the Union Pacific covering the solely-owned property in this area. This was in connection with the construction of Structure "A" now under contract. For your ready reference I am attaching a copy of this agreement.

The project will be governed by both of these agreements. You will note that on the Union Pacific agreement for Structure "A" no flagging rates or limits of the time on which Railroad billings must be submitted was included. This is an old agreement entered into prior to the requirements for such matters. I have asked the Union Pacific Railroad Company to furnish me by letter its rates for flagging and a statement that billings will be in accordance with the 120-day limit.

We expect to advertise this project for the February bid opening and I would appreciate your review of the agreements and advice as to their acceptability. These copies are copies which must be presented to the Highway Commission at its meeting on January 19 and I must have them back for Commission action. Upon receipt of the executed agreements, you will be furnished with conformed copies for your files.

In connection with the agreement for the jointly-owned property and the Southern Pacific property, you will notice that payment of $18,500 is included. In our construction we are removing existing track and pier locations preclude the further development at several other locations. The amount of the payment is in

accordance with appraisal made by our Right of Way Section. You will note that the insurance limits for property damage have been extended to show an aggregate liability of $1,000,000; also, the liability for any one occurrence remains at the standard limit of $250,000. This construction is over multiple tracks of each of the companies on which continuous switching and other train movements are taking place and, in my opinion, the request for the additional aggregate liability limit is not unreasonable.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

GSP:mm

Attach.
cc Mr. Forrest Cooper
Mr. I. D. Merchant
Mr. Glen Sorensen

RECEIVED
DEC 26 1961
FOR FILING

December 22, 1961

Mr. G. E. Baker, Superintendent
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 17, Oregon

Re: East Bank-Banfield Interchange
Portland

Dear Sir:

We expect to place under contract the final portion of the interchange between the East Bank Freeway and the Banfield Freeway in the very near future, probably in February. Under date of September 15, 1961, the Highway Commission signed an agreement covering the solely-owned Union Pacific property in this area. This was forwarded to you for completion on September 25, 1961, but has not as yet been returned to us. This agreement was drawn up prior to the revision of the Federal rules which required a statement as to the rate of pay and other costs for flagging and also does not include the provision that flagging costs will be submitted within 120 days after Railroad is advised of the completion of the project.

In using this agreement, it would be very helpful if I could have a letter from you setting up the flagging pay rates and other allowances and also a statement that these flagging bills will be presented within the 120-day time. In this connection, you now have before you an agreement covering the jointly-owned property of the Union Pacific and Southern Pacific and to ty this agreement is attached flagging pay rates which the Southern Pacific will use. Since the same contract will cover both Union Pacific and Southern Pacific property, it would simplify our accounting procedure if the same wage rates could be used. If this cannot be done, we can include them in our specifications so that the contractor is fully advised.

I would appreciate hearing from you relative to this matter.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

GSPims
cc Mr. R. M. Brown
Mr. Forrest Cooper

RECEIVED
OCT 31 1961

COMMISSIONERS
M. F. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

October 27, 1961

Mr. L. H. Rosenthal
City Engineer
City Hall
Portland, Oregon

Dear Sir:

Re: Banfield-East Bank Interchange
Bridge No. 8588

I regret that there was any misunderstanding with reference to the assumption of cost for the driving of piling adjacent to and for the support of the interceptor sewer south of your Sullivan's Gulch Pumping Station. The condition of the sewer and the need for any support for it are not attributable to any work which the Highway Department has under way; in fact, to safeguard the sewer from further damage, the excavation for the two bents immediately adjacent to the sewer will be carried to the bottom of the sewer before starting pile driving. At the conference held concerning this project, we made the offer to drive these pilings for you at the time we were driving our foundation piling with the thought that it might be more convenient.

In view of the fact that these piling are for repair work not in any way necessitated by our construction, it is not felt that the cost of the work can be assessed against the federal-aid highway project.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

IDM/mm

cc: Mr. G. S. Paxson

RECEIVED
OCT
STATE ENGINEER

RECEIVED
OCT 4 1961
FOR
I-6(F)
(49)

STATE OF OREGON
FISH COMMISSION OF OREGON
307 State Office Bldg., 1400 S. W. 5th Avenue
PORTLAND 1

REFERRED TO
Paxson
State Highway Engineer
Eastbank
Beaufeet
Lubecker

September 29,1961

Colonel Sterling K. Eisiminger
District Engineer
U. S. Army Engineer District, Portland
628 Pittock Block
Portland 5, Oregon

Dear Sir:

The following public notices have been received by this office:

NPPKW-1.4; NPP 285/70a (Willamette R.-Bridge)-11, dated August 29, 1961. No apparent problem to fish production on basis of information given. Your attention is called to the permit provision noted below and Item 18 of the guide for prevention of damage to streams attached hereto.

Our interest in these matters pertains to fish or shellfish safety, as the case may be, during periods of construction. An awareness by the contractor of the need for a permit from the Fish Commission to use dynamite in waters of the state is essential. Contractors also should be cognizant of the potential hazard to fish life of petroleum products and industrial chemicals. Disturbance to or removal of spawning beds should always be avoided. Untimely, heavy silt loads created on a project also may directly or indirectly result in an avoidable depletion of important fishery stocks. Many direct fish kills or obstructions to movement, as you know, can be avoided by proper timing of work schedules or advance recognition of destructive on-the-job procedures. Familiarization of the contractor(s) with the kind of fish or shellfish in the work area and with the special environmental requirements of each species is of utmost importance. The Fish Commission is most willing and anxious to cooperatively assist in all efforts to prevent the occurrence of serious fishery resource mishaps.

Sincerely,

COPY

ROBERT W. SCHONING
STATE FISHERIES DIRECTOR

NOSYRBLES
OCT 6 1961
STATE HIGHWAY ENGINEER

Enclosure

cc: Ore. State Highway Dept., Salem.

A GUIDE FOR THE PREVENTION OF COMMON FISHERY RESOURCE MISHAPS

The check list below is provided for your convenience in planning work procedures for the protection of fish or shellfish in waters of the State of Oregon. Wherever possible, enhancement of the resource should be given consideration. Removal of natural and artificial obstructions to fish movement, improvement of spawning beds, and control of chronic sources of siltation are but a few of the many possible ways of contributing to the welfare of fish life in the work area. Services of a qualified fisheries employee of the state are required for untested programs.

In all matters pertaining to fish or shellfish safety, you may contact the Fish Commission through the Water Resources Section, 307 State Office Building, Portland 1, Oregon--telephone Capitol 6-2161, extension 476.

CHECK LIST
IN ROAD AND BRIDGE CONSTRUCTION AND LOGGING OPERATIONS

1. Use a buffer strip of undisturbed land between road fill and stream.

   a. Stops road silt from entering stream.
   b. Provides shade and cover to maintain stream temperatures.

2. Hold channel changes to a minimum. Consult fishery agency on timing of project work and on all design criteria for replacement or enhancement of fish habitat.

   a. Complete the channel change before turning water into it. Riprap channel sides.
   b. Restore natural fish habitat as much as practical.
   c. Introduce spawning gravel where applicable.

3. Make detailed plans for handling any fill material that will be reached by courses of running water during heavy runoff. Provide necessary riprap.

4. End-haul fill material that might reach streams to place where it can be used or provide riprap or other structures along stream channels to hold it.

5. Plan culvert installations carefully to minimize excess earth at the downstream end. Lay culvert so that both ends are in the natural channel wherever possible. If migratory fish are not involved, use elbow and extend pipe down fill slope to natural channel. Provide rock protection at outlet.

6. Large culverts should be set at original streambed gradient to allow for passage of migrating fish. (See following section covering special situations.)

7. When necessary, place the culvert to the sides of the original water course to carry the outflow on stable rock rather than over the fills. Be sure such a plan prevents cutting the toes of fills.

8. Use adequate number of diversion culverts so that some of the sediment from ditch water will settle out in the slash rather than accumulate at the drainage.

9. Use correct angles of repose for the soil types you work with.

10. Keep a good crown on all roads during construction and on finished subgrades after sale is closed in preparation for wet weather.

11. Clean all stream channels above culverts for at least 50 to 100 feet, preferably by hand, to prevent clogging and road washouts.

12. Place fill or waste material in such a way as to keep it out of streams even at flood stage.

13. Keep channel clear of all logging debris at all times.

    a. Do not dump sawdust, bark, or other contaminates in stream beds.

14. Be especially careful of sedimentations during low flows when the fish have no escape from the sediment.

15. Keep logging and road construction equipment out of stream channels as much as possible.

16. Construct sediment-settling basins to remove silt from water before it reaches a stream.

17. Permit is required for any blasting in waters of the state, which is obtained from the Fish Commission.

X 18. Construct bridge bents in such a way as not to cause "dams" across creeks or rivers during low-water flows.

REQUIREMENTS FOR FISH PASSAGE THROUGH CULVERTS IN SPECIAL SITUATIONS

19. A culvert with 0.0 gradient must have the bottom of the culvert outlet 6 inches below the natural stream bottom contour at the point of outfall.

20. In cases where gradient of culvert exceeds 0.5 per cent, baffles and/or concrete fishway pool at the outfall may be required. Consult fishery agency in special situations.

21. Where baffles are required, they must be specifically designed for the culvert that is to be installed.

22. In cases where the gradient is too steep to provide good passage conditions with the use of baffles, the installation of weir-type fishways within the culvert may be required. It is preferable to use bridge or arch with natural bottom in these situations.

23. An entrance pool at outflow of culvert at least 3 feet deep and 12 feet long and stabilized to prevent erosion is required where baffles or weir-type fishways are installed.

CHECK LIST
IN DIKE AND DREDGE OPERATIONS

1. Check with Fish Commission to determine whether fish, shellfish or spawning grounds will be affected.

2. Time operation complimentary to fish run or spawning time.

3. Construct settling basins to remove silt from water before it reaches bay or river.

4. Spoils deposition should be during ebb tides to protect shellfish resources.

5. Secure blasting permit from Fish Commission if there is blasting contemplated below water surface.

6. Use type of dredge that will minimize silting or adverse conditions for fish.

RECEIVED
SEP 29 1961
FOR FILING
I-5-6(2)
NPP 285

U S. ARMY ENGINEER DISTRICT. PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND 5, OREGON

NOTED
W. C. WILLIAMS

NPPKW-1.4
NPP 285/70a(Willamette R.-Viaduct)-1.

27 September 1961

PUBLIC NOTICE

Oregon State Highway Department, Salem, Oregon, has applied to the U. S. Army Engineers for a permit to construct a viaduct in Willamette River, Mile 12.3 at Portland, Oregon.

The structures will extend a maximum of 20 feet riverward of the harbor lines in the reach between Burnside and Steel Bridges.

The proposed work is shown in a sketch on the reverse side of this notice.

Letters concerning the effect of the work on navigation are requested from all interested parties, particularly navigation interests and state, port and other local authorities. Replies to this notice should be addressed to the District Engineer and mailed to reach this office not later than 23 October 1961.

T. W. Ragsdale

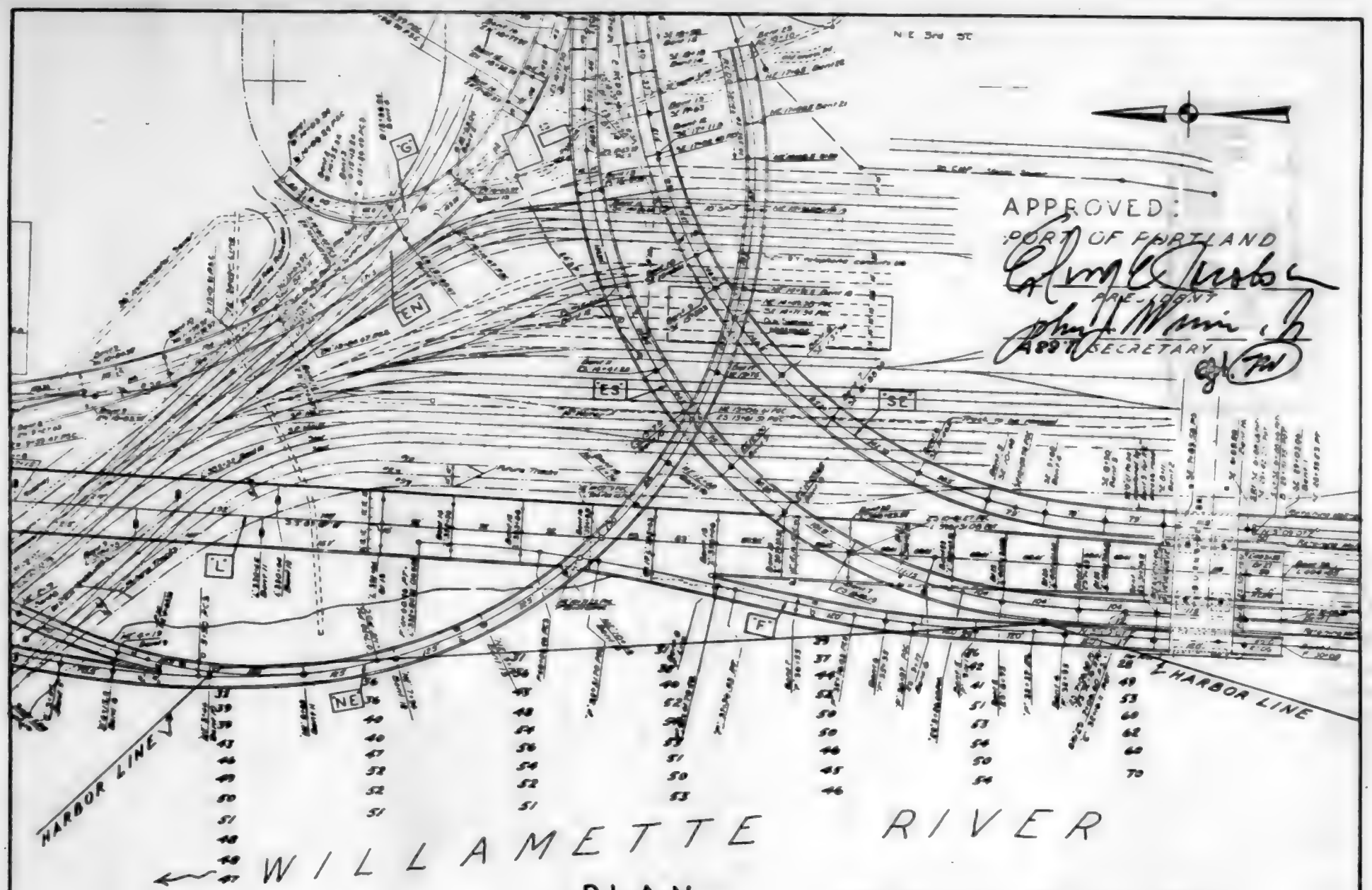
T. W. RAGSDALE
Chief, Operations Division

RECEIVED
SEP 29 1961
OREGON
STATE HIGHWAY COMMISSION

Bancfield East Bank
Interchange

RECEIVED
SEP 20 1961
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. PAXSON



APPROVED:
PORT OF PORTLAND
PRESIDENT
ASST SECRETARY

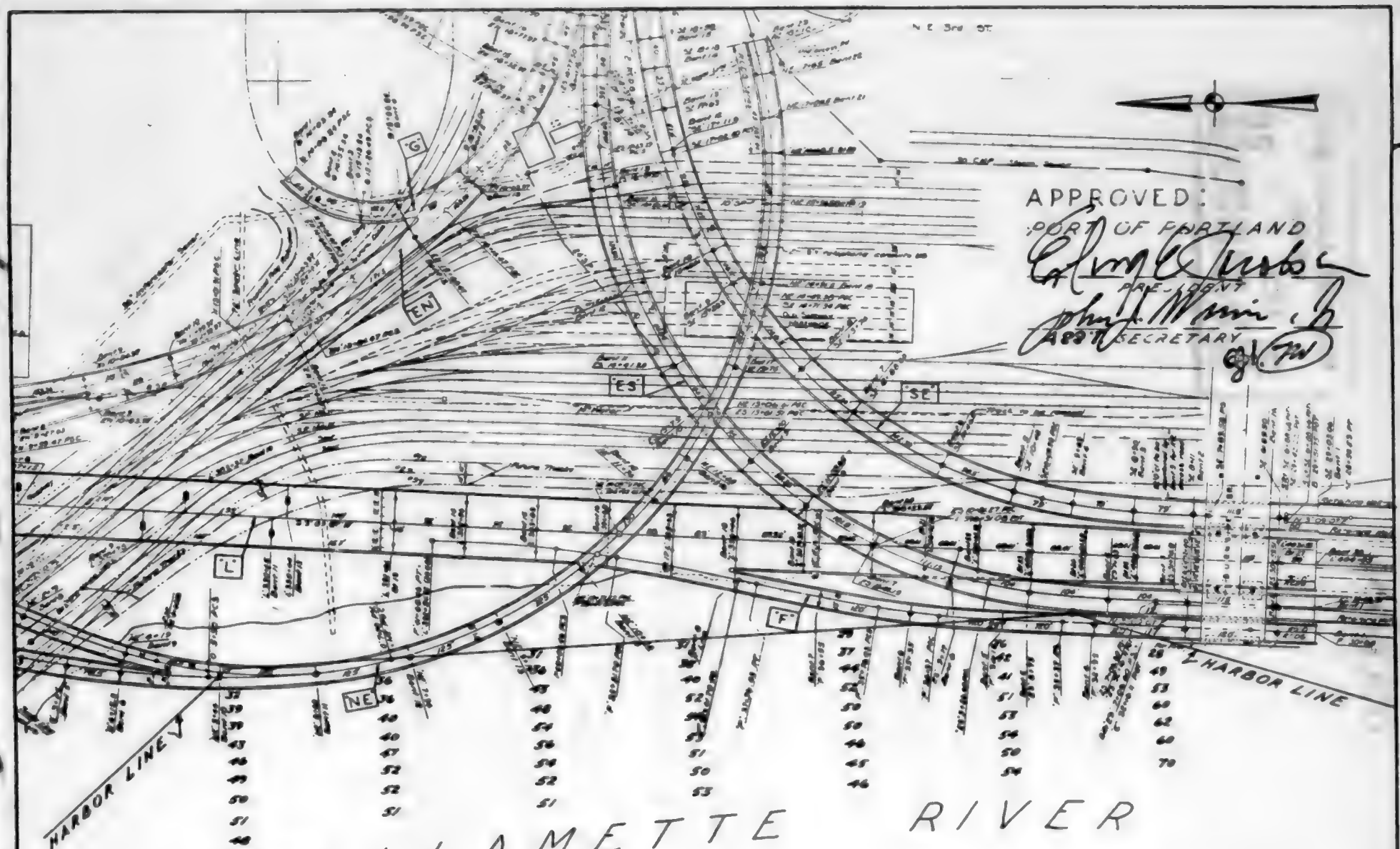
PLAN

SCALE IN FEET
0 100 200 300

DATUM:
U.S.E.D. LOW WATER DATUM 0.00 =
+3.27 CITY OF PORTLAND DATUM.

SOUNDINGS & ELEVATIONS ARE IN FEET & REFER TO CITY OF PORTLAND DATUM 0.00

PROPOSED STRUCTURE
ON
WILLAMETTE RIVER
AT
PORTLAND, OREGON
MULTNOMAH, COUNTY
APPLICATION BY
OREGON STATE HIGHWAY COMMISSION
JULY 26, 1961 SHEET 3 OF 4



APPROVED:
PORT OF PORTLAND
PRES.
SECRETARY

PLAN

SCALE IN FEET
0 100 200 300

DATUM:
U.S.E.D. LOW WATER DATUM 0.00 =
+3.27 CITY OF PORTLAND DATUM.

SOUNDINGS & ELEVATIONS ARE IN FEET & REFER TO CITY OF PORTLAND DATUM 0.00

PROPOSED STRUCTURE
ON
WILLAMETTE RIVER
AT
PORTLAND, OREGON
MULTNOMAH, COUNTY
APPLICATION BY
OREGON STATE HIGHWAY COMMISSION
JULY 26, 1961 SHEET 3 OF 4

RECEIVED
SEP 25 1961
FOR FILING
I-5-6 (E-1) 005

September 25, 1961

The District Engineer
Corps of Engineers, U. S. Army
625 Pittock Block
Portland 5, Oregon

Dear Sir:

The Oregon State Highway Commission proposes to construct an interchange connecting the East Bank Freeway with the Banfield Freeway at a point just south of the Steel Bridge in Portland.

One leg of this interchange is a viaduct which extends slightly beyond the harbor line in this area. The matter has been discussed with the Port of Portland and I have its approval of the project.

I submit herewith drawings and four prints from each of the four drawings, showing the location and details of the project. It is requested that a permit for the construction be granted to us.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:mm
Encs.

cc Mr. W. C. Williams

NOTED
W. C. WILLIAMS

THE PORT OF PORTLAND
P.O. BOX 4099
Portland 8, Oregon

September 15, 1961

NOTE: It is understood that this instrument does not give any property rights either in real estate or material, or any exclusive privileges; and that it does not authorize any injury to private property or invasion of private rights, or any infringement of Federal, State, or local laws or regulations, nor does it obviate the necessity of obtaining Federal assent to the work authoried. IT MERELY EXPRESSES THE ASSENT OF THE PORT OF PORTLAND SO FAR AS CONCERNS THE PUBLIC RIGHT OF NAVIGATION.

PERMIT NO. 61-14

State of Oregon
State Highway Department
Salem, Oregon

Referring to written request to the Corps of Engineers, Portland, Oregon:

I have to inform you that, by authority of the Port of Portland Commission, acting under the statutes of the State of Oregon, delegating to it control of navigation in the Willamette and Columbia rivers, between Portland and the sea, you are hereby authorized by the Commission to

construct two ramps and fill in connection with the East Bank Freeway with the Banfield Freeway as shown on the attached drawings, dated July 26, 1961, Sheets 1 through 4.

subject to the same conditions as are stated in the Permit or Permits of the Corps of Engineers of the U.S. Army, issued to you and covering this work, except that in condition (g) stated in the Engineer's permit, The Port of Portland shall be substituted for the United States.

This permit shall become effective on the date the Corps of Engineers shall have issued a permit.

THE PORT OF PORTLAND COMMISSION

BY John L. Williams
General Manager

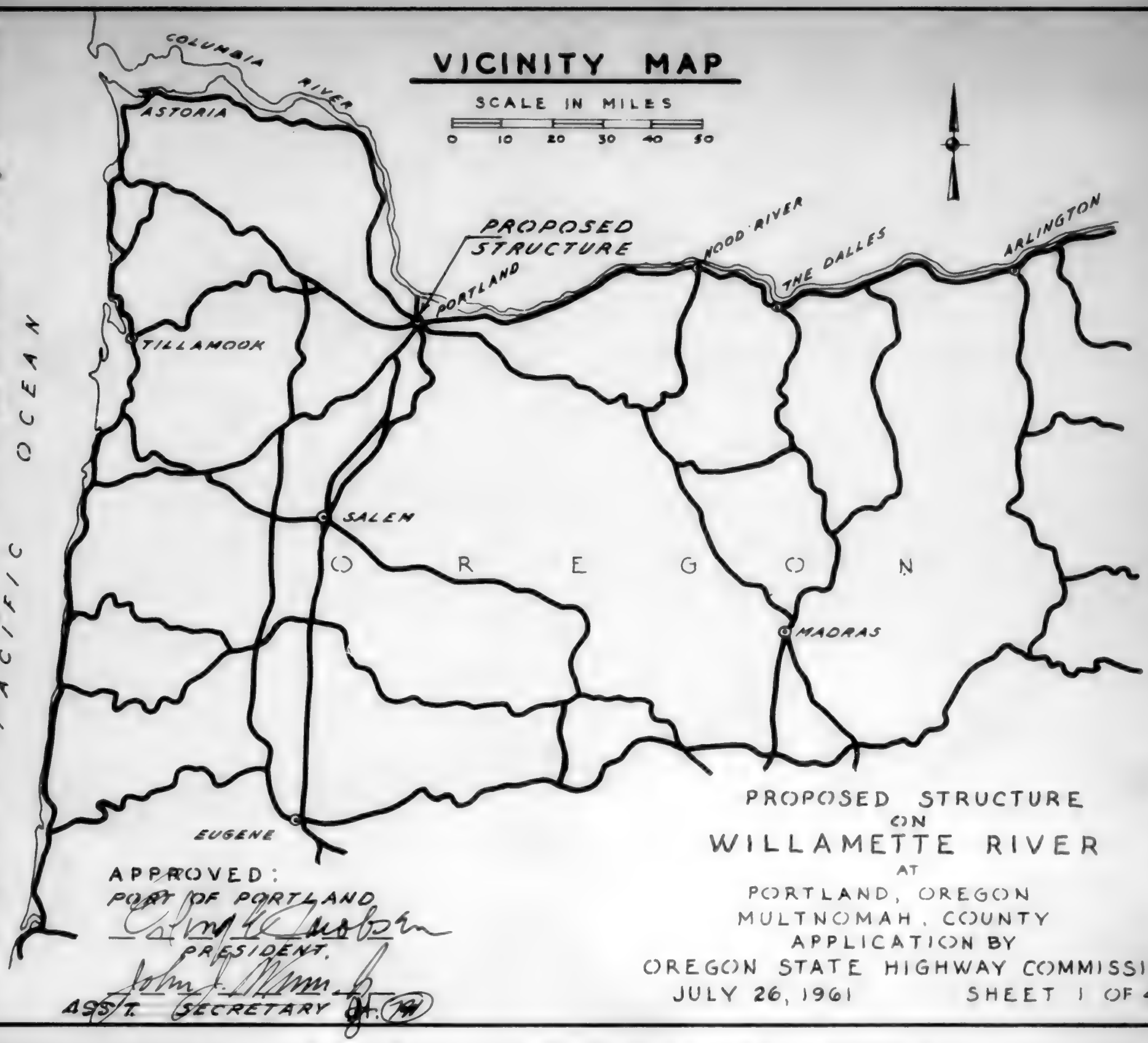
RECEIVED
SEP 20 1961
OFFICE OF
STATE HIGHWAY ENGINEER

AJH:cms

cc: District Engineer, Operations Division
Lofton L. Tatum

RECEIVED
SEP 20 1961
OREGON
STATE HIGHWAY COMMISSION

VICINITY MAP



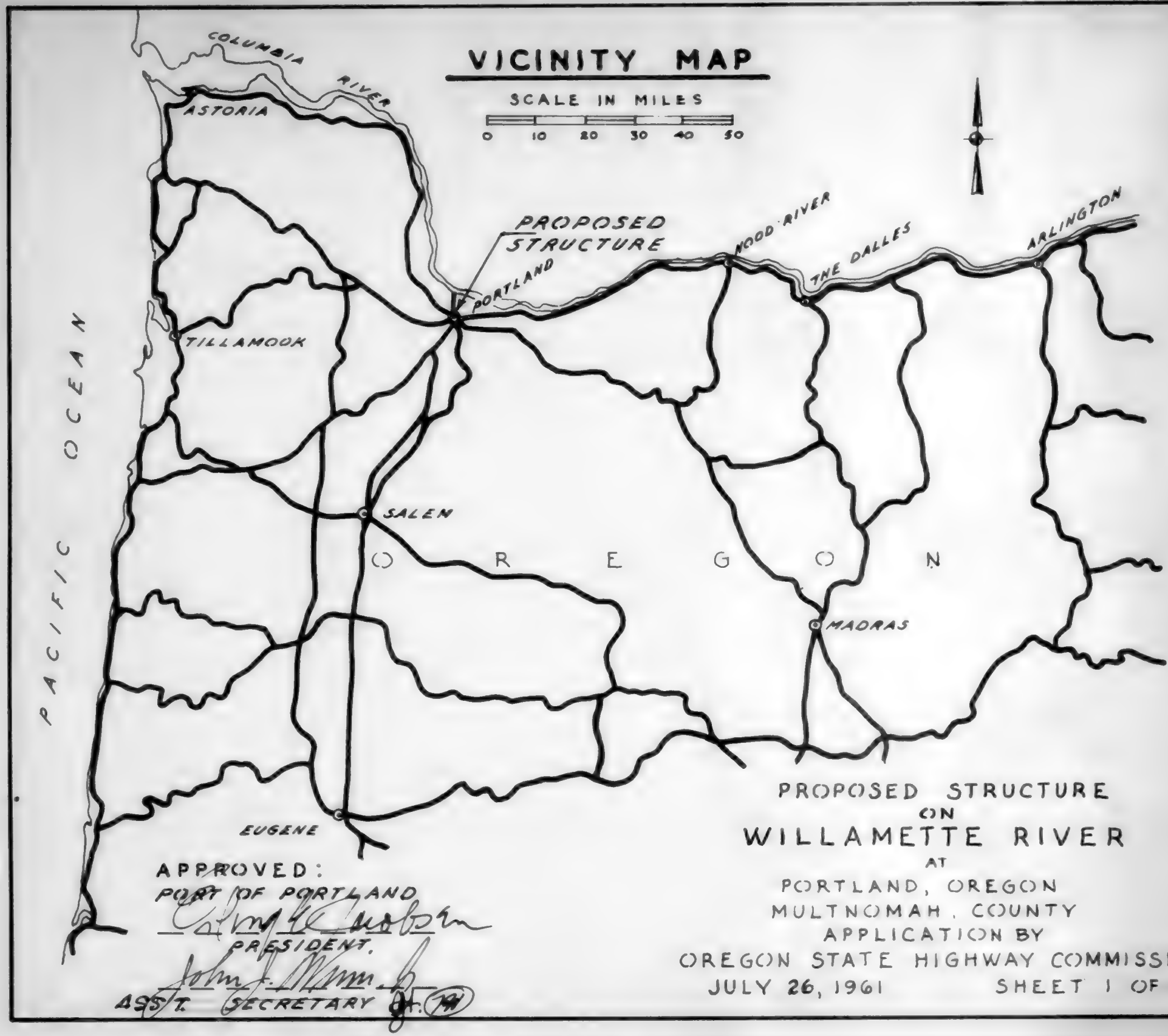
APPROVED:
PORT OF PORTLAND
Calvin K. Anderson
PRESIDENT.
John F. Wimmer
ASST. SECRETARY

PROPOSED STRUCTURE
ON
WILLAMETTE RIVER
AT
PORTLAND, OREGON
MULTNOMAH. COUNTY
APPLICATION BY
OREGON STATE HIGHWAY COMMISSION
JULY 26, 1961

VICINITY MAP

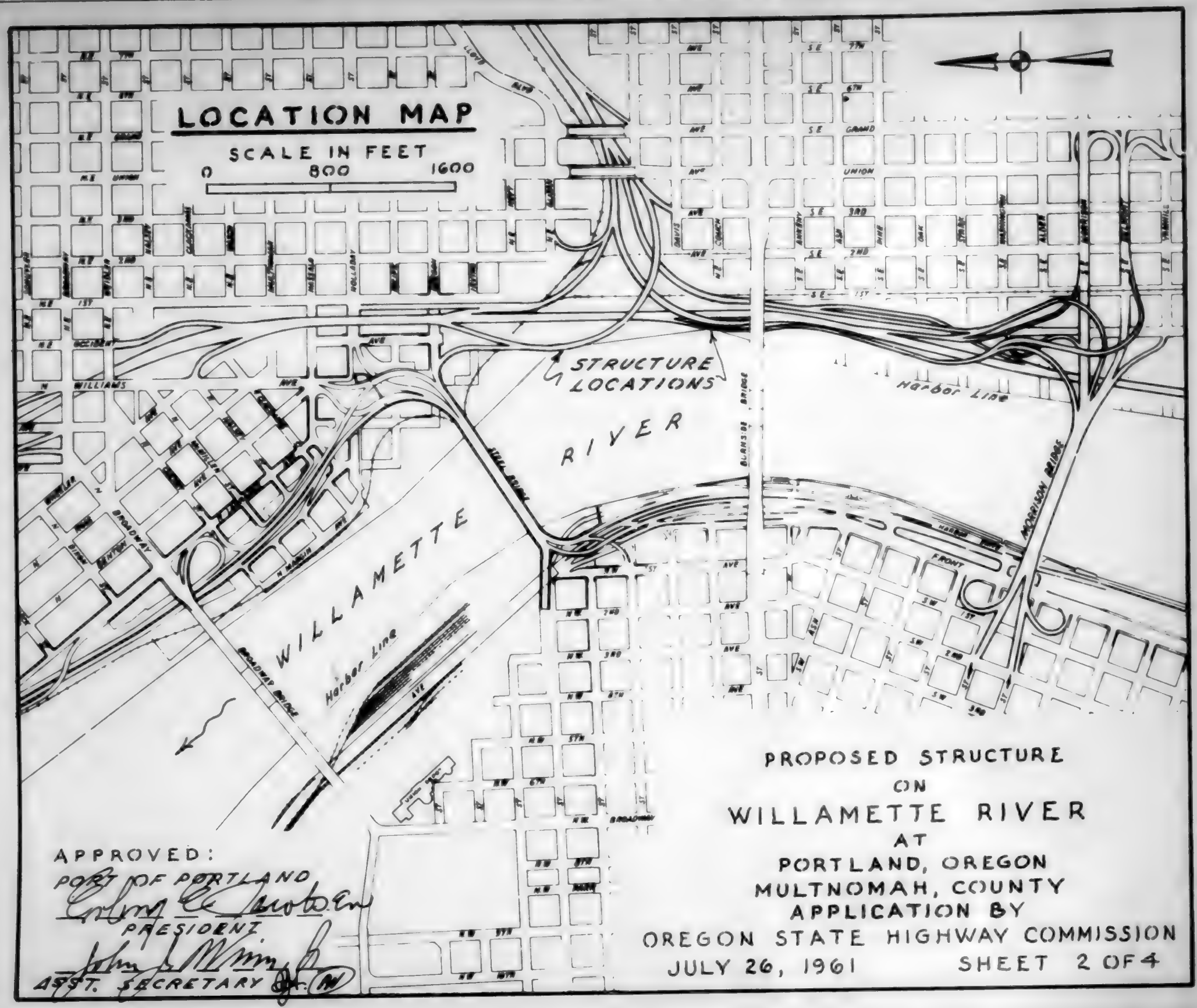
SCALE IN MILES

0 10 20 30 40 50



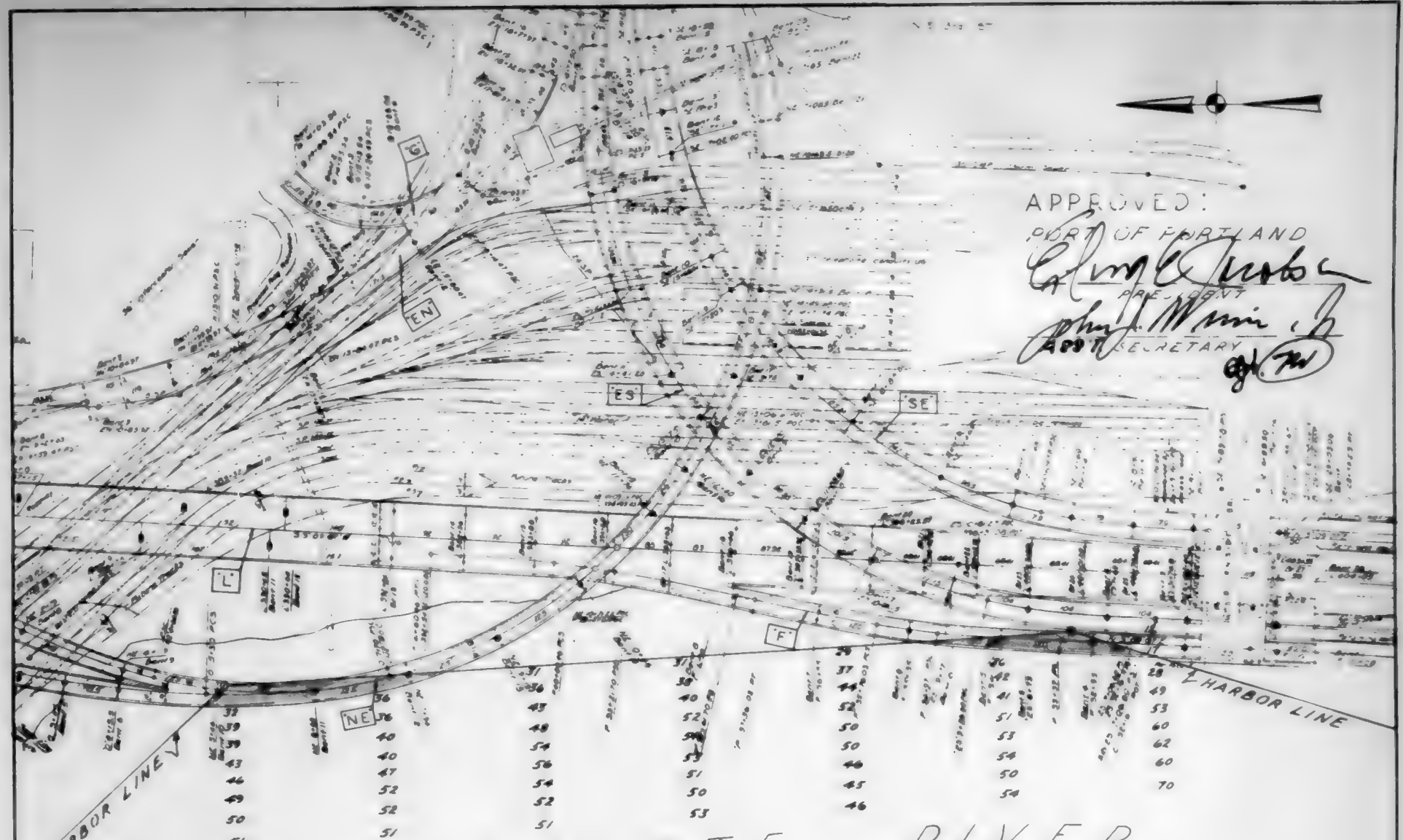
APPROVED:
PORT OF PORTLAND
Carl H. Carlson
PRESIDENT.
John J. Wimmer
ASS'T. SECRETARY

PROPOSED STRUCTURE
ON
WILLAMETTE RIVER
AT
PORTLAND, OREGON
MULTNOMAH COUNTY
APPLICATION BY
OREGON STATE HIGHWAY COMMISSION
JULY 26, 1961 SHEET 1 OF 4



APPROVED:
PORT OF PORTLAND
Erling E Jacobsen
PRESIDENT.
John D Wimpy
ASST. SECRETARY

PROPOSED STRUCTURE
ON
WILLAMETTE RIVER
AT
PORTLAND, OREGON
MULTNOMAH, COUNTY
APPLICATION BY
OREGON STATE HIGHWAY COMMISSION
JULY 26, 1961 SHEET 2 OF 4



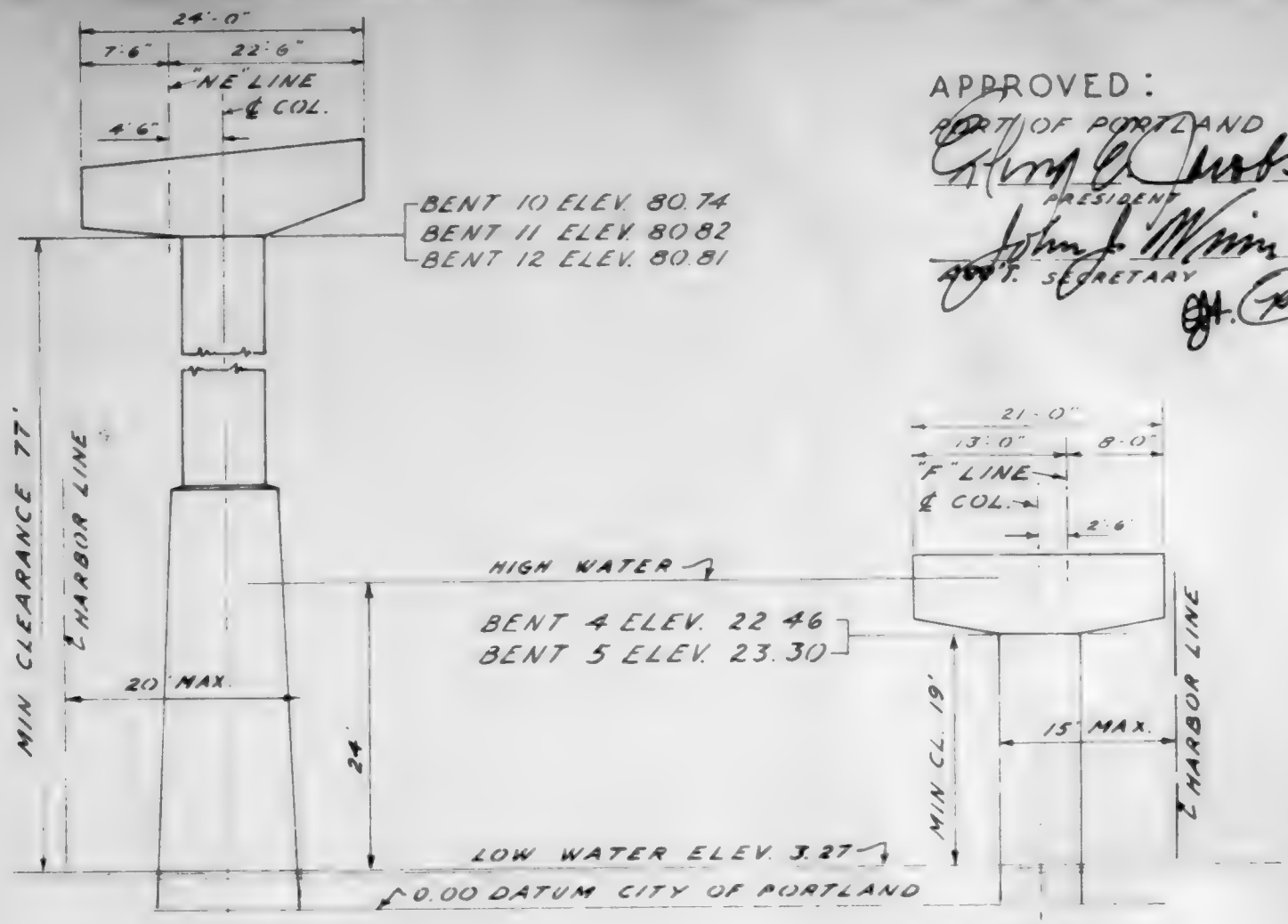
PLAN

SCALE IN FEET
0 100 200 300

DATUM:
U.S.E.D LOW WATER DATUM 0.00 =
+3.27 CITY OF PORTLAND DATUM

SOUNDINGS & ELEVATIONS ARE IN FEET & REFER TO CITY OF PORTLAND DATUM 0.00

PROPOSED STRUCTURE
ON
WILLAMETTE RIVER
AT
PORTLAND, OREGON
MULTNOMAH, COUNTY
APPLICATION BY
OREGON STATE HIGHWAY COMMISSION
JULY 26, 1961 SHEET 3 OF 4



ELEVATION

"NE" LINE
BENTS 10, 11 & 12

ELEVATION

"F" LINE
BENTS 4 & 5

SCALE IN FEET
0 5 10 15 20

APPROVED:
PORT OF PORTLAND
PRESIDENT
ASST. SECRETARY

DATUM:
U.S.E.D. LOW WATER DATUM 0.00 = +3.27 CITY OF PORTLAND DATUM.

SOUNDINGS & ELEVATIONS ARE IN FEET & REFER TO CITY OF PORTLAND DATUM 0.00

PROPOSED STRUCTURE
ON
WILLAMETTE RIVER
AT
PORTLAND, OREGON
MULTNOMAH, COUNTY
APPLICATION BY
OREGON STATE HIGHWAY COMMISSION
JULY 26, 1961 SHEET 4 OF 4

FORM CO-12b
(9-22-39)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. N.E.
Salem, Oregon

TO : Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

DATE: September 22, 1961

Attention: G. S. Paxson

FROM : C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

SUBJECT: Agreement with U.P.R.R. covering Banfield Interchange with Eastbank Freeway in Portland

In our letters of July 25 and August 15, 1961, we requested information concerning certain matters in connection with conveyances of property between the State and the railroads.

Mr. Lindas' letter of August 31, 1961 appears to have pretty well supplied the needed information. Our question concerning the accepting of conveyances subject to existing easements is answered satisfactorily by his statement that, because of the small consideration paid, the State assumes the responsibility of clearing any easements that may affect the highway program.

Also, we now have assurance that the railroad does have good title to Block 18, Wheeler's Addition from which land is being sold to the State and that a title insurance policy will be obtained showing this property is vested free and clear in the State. It is our understanding that easements granted to the City of Portland will not affect its value.

In view of the above, we are prepared to approve the State-Railroad agreement. Please send us three copies of the executed agreement when they are available.

RECEIVED
SEP 25 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 30 1961
FOR FILING

Commissioners
ERLING [illegible]
President
DONALD B. [illegible]
Vice-President
ROBERT B. WILSON
Secretary
HOWARD B. SOMERS
Treasurer
[illegible]
HAROLD S. RINSCH
RAYMOND M. KELL
DENNIS J. LINDSAY
LEW S. RUSSELL

General Manager
JOHN J. WINN, JR.

Executive Assistant to the General Manager
ERNEST HAYCOX, JR.
Mgr., Aviation Dept.
J. V. FRYBERGER
Mgr., Industrial Development Dept.
C. H. COVER
Mgr., Marine Dept.
A. J. HEINEMAN
Chief Engineer
R. A. NEUMEISTER
Comptroller
E. W. BAUER
Director of Public Information
E. H. DIDZUN

All mail should be addressed to The Port of Portland and not to an individual.

THE PORT OF PORTLAND

Swan Island, P. O. Box 4099, Portland 8, Oregon

August 29, 1961

Mr. G. S. Paxson
Assistant State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Paxson:

Reference is made to our letter of August 10 and to yours of August 8, 1961, regarding the Banfield Interchange East Bank Freeway construction in Portland, Oregon.

Unfortunately, the Marine Manager and myself were both on vacation during the middle part of this month, and your request did not get processed for the August commission meeting. I have had preliminary discussion with the Corps of Engineers, and both our organizations feel that your request appears to be proper, following preliminary review.

Please be informed that this matter will be submitted to the Port Commission at its regular meeting on September 11, 1961, for action. Immediately following said commission meeting, the results will be forwarded to your office.

Very truly yours,

THE PORT OF PORTLAND

R. A. NEUMEISTER
Chief Engineer

RAN:mh

cc: Mr. Al Cover, Corps of Engineers

NOTED

RECEIVED
AUG 30 1961
OFFICE OF
STATE HIGHWAY ENGINEER

FORM CD-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: August 15, 1961

Attention: G. S. Paxson

FROM : C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

SUBJECT: Agreement with U.P.R.R. covering Banfield Interchange with Eastbank Freeway in Portland

Your letter of August 10 transmitted a copy of a letter dated August 8, 1961, from the Union Pacific Railroad Company, containing information required by PPM 21-10 in connection with cost of watchman and flagman services. This information was requested in our July 25 letter, returning the advance copy of the proposed State-Railroad Agreement.

The railroad company letter appears to provide the needed information on flagging but we have not yet received any explanation from you on matters brought up in our July 25 letter with regard to the unusually severe restrictions imposed by provisions of the agreement in connection with property conveyances between the State and the railroads.

We would appreciate information regarding any action that may have been taken to correct these undesirable provisions. Meanwhile, we will continue to withhold approval of the agreement pending word from you on this matter.

NOTED
G. S. PAXSON

RECEIVED
OCT 27 1961
FOR FILING
I-5-6(20)302
6044

August 11, 1961

City of Portland
City Hall
Portland, Oregon

Attention: Mr. L. H. Rosenthal
City Engineer

Gentlemen:

Re: Banfield-East Bank Interchange
City of Portland Intercepter Sewer
Bridge No. 8588

I have your letter of August 3, together with a sketch showing steel piling under portions of your existing intercepter sewer in the area of the Banfield-East Bank Interchange.

Our foundation data in this area indicates that it will be necessary to drive approximately 130-foot piling to reach firm, unyielding material. On this basis and with the number of piling indicated in your sketch, an estimate of cost has been made as follows:

12-10"BP42# x 130' at $3.60 per foot	$5,616
Driving Piling 12 at $78	936
Total	$6,552

The above prices are our contract prices for furnishing and driving 10" bearing piling on the Harrison Interchange, and I believe are what we could expect to pay on the present project when it is contracted.

I am giving you the above prices so that you may decide whether the City wishes to go ahead at the time of construction of the interchange with this pile driving. If the City desires to go ahead, we will arrange for these piling to be driven by our contractor at the expense of the City.

It is expected that the contract for the balance of the work will be ready for contract in November or December of this year and would appreciate advice from you as to your wishes in this matter.

On both the "ES" and "SE" lines of the proposed interchange, excavation for footings adjacent to the intercepter sewer will be carried down to the flow line of the sewer. We are intending to use steel bearing piling in this area, and with the excavation carried to this level, there should be no lateral pressure against the sewer whatever.

The east end of the "NE" line will place some additional fill over the sewer, however, our foundation investigations indicate that at this point the intercepter sewer was constructed in partially cemented gravel. The amount of fill placed at the end of the "NE" line will not result in more fill over the sewer than obtains at the present time immediately to the south, and I do not anticipate any trouble whatever with this small amount of additional fill.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

IDM/mm

RECEIVED
AUG 14 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 9 1961
FOR FILING

I-5-6(3.)
F.
(a)(4)

August 8, 1961

The Port of Portland
Swan Island
Post Office Box 4099
Portland, Oregon

Re: Banfield Interchange
East Bank Freeway

Attention: Mr. John J. Winn, Jr.

Gentlemen:

Two of the ramps connecting the East Bank Freeway with the Banfield Freeway extend slightly beyond the harbor line. You will note the locations on Sheet 3 of the attached proposed application for permit. All the property along this section of the East Bank Freeway is owned by the State Highway Department, and the columns which we propose to place in the stream will not affect any navigation. The obstructions beyond the harbor line will exist only in the pier shafts supporting the ramps.

It would be appreciated if you would present this to the Board and obtain the signatures of the President and the Secretary on all four tracings and return the tracings to us for presentation to the U. S. Engineers. I attach one print from the tracings for your files.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSPjac

cc to: Mr. W. C. Williams

RECEIVED
JUN 30 1961
FOR FILING
I 5-1(
1-1-14

June 30, 1961

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 17, Oregon

Re: Banfield Expressway
Interchange
East Bank Freeway
Portland

Dear Sir:

This will acknowledge receipt of your letter of June 23 concerning the removal of railroad trackage formerly serving the Safeway property.

It is our wish that the Railroad remove the track, salvage the material and credit the State with the excess of salvage value over cost of removal.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. S. Paxson
Assistant State Highway Engineer

CSP:ao

cc to: Mr. W. C. Williams
Mr. Ivan D. Merchant
Mr. Walter T. Wright

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND 17, OREGON

JUNE 23, 1961

Ref. File: D 9016 - 31 - 8

Mr. W. C. Williams,
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Atten: Mr. G. S. Paxson,
Assistant State Highway Engineer

Dear Sir:

In connection with construction of East Bank Freeway, the State of Oregon acquired interest in trackage from Safeway Stores, which tracks are to be removed account highway construction.

There is approximately 939' of trackage beyond the clearance point on the two tracks formerly serving Safeway property inwhich the State of Oregon has a salvage interest. If the Railroad Company removes this portion of track, it is estimated it will cost approximately $1121 and, with an estimated salvage credit of $1371, will result in a net estimated credit to the State of $250.

Will you please advise if you desire the Railroad Company to remove this trackage or if the State desires to make other arrangements for taking up the track?

Yours very truly,

G. H. Baker

G. H. Baker,
Superintendent

RECEIVED
JUN 27 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 27 1961
STATE HIGHWAY ENGINEER

RECEIVED
MAR 2 1961
COMMISSIONERS
FRANK McIVER, CHAIRMAN, PORTLAND
KENNETH N. FRIDLEY, MEMBER WASCO
GLENN L. JACKSON, MEMBER MEDFORD
FLOYD QUERY, SECRETARY SALEM
I-5 (Ea. Bk.) 2
FOREIGN

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 28, 1961

The Western Union Telegraph Company
125-12th Street
Oakland 7, California

Attention: Mr. F. L. Sullaway
Area Superintendent

RE: Banfield-Eastbank
Interchange
Multnomah County
Portland, Oregon

Dear Sir:

Construction of the Eastbank Freeway in Portland requires an extensive interchange at the outlet of Sullivans Gulch. The location, nature and extent of the proposed work is shown on the accompanying Drawing #8508A.

Will you please review the site and advise as to whether or not you have facilities that would be affected by the proposed construction. If so, we will need the usual estimates, sketches, and so forth, of your proposed method of protecting the facilities during construction and restoration to final location after the construction is completed. In connection with this, we will need information as to the Rights of Way your facilities occupy and pertinent details and conditions of any leases or easements affecting the facilities so that we can make a determination as to whether or not the construction involved in protecting or altering the facilities are an obligation of the State.

Your representatives should contact Mr. A. A. Near, Assistant Metropolitan Division Engineer, at P. O. Box 4699, Sellwood Station, Portland 2, Oregon, Telephone OLive 4-7741, who will show them over the site and furnish any additional information necessary.

RECEIVED
G. S. PAXSON

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:nk
Enclosure

cc: Lloyd Shaw - Attention: Al Near
Tom Edwards - Attention: Kurt Baker
G. S. Paxson
J. W. DeSouza

RECEIVED
MAR 2 1961
OFFICE OF
STATE HIGHWAY ENGINEER

to U.P.

P.S. We are negotiating with Southern Pacific Company, Union Pacific Railroad Company and Spokane-Portland & Seattle Railway Company as well as the Western Union Telegraph Company, as noted above, for the necessary construction agreements.

I presume Mr. Baker of your office will take care of agreements on any other utilities occupying the construction area.

RECEIVED
MAR 3 1961
FOR

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 28, 1961

SUBJECT: Banfield-Eastbank Interchange
Eastbank Freeway
Portland - Multnomah County

To: Mr. J. W. DeSouza
Assistant Chief Counsel
L E G A L

This project is scheduled for late summer letting. Negotiations for State/Union Pacific Railroad Company and State/Southern Pacific Company agreements are in progress. Insofar as I know, nothing has been done toward an agreement with Spokane, Portland and Seattle Railway Company, whose tracks in the project area are crossed by the NE, SE, ES line viaducts as shown on attached Drawings #8588A, #8588A&E-A, #8588B&C-A, #8588C-A, and #8588D-A.

I doubt if a formal agreement will be necessary. I believe an exchange of correspondence would accomplish the requirements of PPM 30-3, as no real property and no track changes are involved.

SP & S Company will be permitted to place protective personnel on the job during construction period when contractor would be doing work that would create hazards to railroad's properties and operations, and contractor will be required to furnish SP & S Company with the usual protective insurance per attached specification.

FAI funds will be used on the project. Railroad costs will be part of FA project costs if we follow procedures outlined in PPM's 21-10 and 30-3. Will you prepare a letter to SP & S Company to start the necessary transactions. If you need additional copies of any of the attached information, please advise and I'll send it along.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:nk

cc: G. S. Paxson/w/attachments
Lloyd Shaw/w/attachments

G. S. PAXSON

RECEIVED
MAR 2 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 21 1961
FOR FILING

February 20, 1961

Mr. A. W. Kilborn, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Re: Banfield Interchange
East Bank Freeway
Portland

Dear Sir:

In response to your letter of February 15, I attach hereto a copy of an agreement with the City of Portland, dated April 4, 1959, closing certain streets in East Portland to make possible the construction of the East Bank Freeway. Among these streets are S. E. Oak, S. E. Ash, and S. E. First Avenue Annex. Shortly after the execution of this agreement, your office conferred with us concerning the points of closure of S. E. Ash and S. E. Oak, and we entered into a supplemental agreement, dated May 19, 1959, changing the points of closure of S. E. Ash and S. E. Oak to the easterly property line of S. E. First Avenue.

These agreements simply close these streets to all traffic and do not transfer title to us. The railroad tracks on these streets will be in the same category as the tracks you now have on city streets in the area.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:as

cc to: Mr. H. M. Williamson
Mr. W. C. Williams

RECEIVED
FEB 15 1961
FOR FILING

February 15, 1961

Mr. A. N. Williamson, Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

Dear Sir:

Under date of January 17, 1961, you sent me a copy of your letter to Mr. G. H. Baker, Superintendent, Oregon Division, Union Pacific Railroad Company, and attached thereto a draft of the proposed agreement covering the construction of the Fairfield Interchange with the East Bank Freeway across the jointly-owned properties of the Southern Pacific Company and the Union Pacific Railroad Company, and you asked that I furnish Mr. Baker and you copies of "Exhibit B", which deals with relations with the railroad companies and is to be attached to and made a part of this agreement. I enclose herewith 10 copies of this "Exhibit B". The exhibit is based upon the suggested draft which you submitted some time ago carrying out the provisions of the U. S. Bureau of Public Roads' PRM 21-10(5).

You will note that in "Exhibit B" we have not included the requirement that the railroad companies submit bills for reimbursable costs within 120 days after completion of the project. We do not believe that this should be in a specification which will be a part of our contract with our contractor. This provision, however, should be inserted in the body of the agreement between the railroad companies and the State. It is suggested that immediately following "Southern" in the fourth line of Article 4 on Page 2, the following wording be inserted" "within 120 calendar days after completion of the project****." It is also noted that in this Paragraph 4 State agrees to pay Southern its reimbursable costs within 30 days after receipt of bills from Southern. Because of the time required in processing these payments, we would like to have this time extended to 60 days from receipt of bills.

You will note also that we have increased the aggregate limit on property damage liability insurance to $1,000,000 as you have requested.

In returning this agreement, it would be appreciated if you would furnish us with 6 copies of your Portland Division Drawing P-1736F so that we may attach them to conformed copies for use within our organization.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. S. Pawson
Assistant State Highway Engineer

CSP:ss

cc to: Mr. A. W. Kilborn
Mr. G. H. Baker
Mr. W. C. Williams
Mr. J. W. DeSousa
Mr. Ivan D. Marchant

4-59

S-2660

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

IN REPLY PLEASE REFER TO

A. W. KILBORN
SUPERINTENDENT

322

February 2, 1961

Mr. W. C. Williams, State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Attention: Mr. G. S. Paxson

Dear Sir:

Referring to construction of East Bank Freeway, East Portland, with particular reference to proposed overhead structures to be constructed over joint property of Southern Pacific and Union Pacific Railroad Company:

Herewith print of our drawing No. A-2222 and copy of easement description covering joint property transaction.

Please advise if description meets with your approval for preparation of easement document by Southern Pacific Company.

Yours truly,

A W Kilborn

Attchs.

cc: Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland, Oregon

Drawing No. A-2222 and description attached.

RECEIVED
FEB - 6 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 6 1961
OFFICE OF
STATE HIGHWAY ENGINEER

PORTLAND DIV'N.
DRAWING A-2222
SHEET NO.

ST.
(N V° N' W" E ea.)
"B" 101+81.27 POC
"L" 3+38+31.08 POT
"L" E
67° 54' 32"
NE 11+07.18 POC
"L" 3+38+55.45 POT
(N 3° 09' 07" E HWY)
N 0° 11' 13" W
223.33
N 22° 21' 11" W
TO SAN FRANCISCO
WEST BOUND
EAST BOUND
N.E.
FIRST
AVE
TO UNION STATION
NE 12+60.61 POC
Pt of Beginning Parcel 1
SP 36
36
35
34
33
NE 14+71.34 POC
NE 14+49.98 POC
PARCEL 1 2100 M.S.L.
PARCEL 2 4763 SQ FT
FLANDERS
UP
SPCS
Pt of Beginning Parcel 2
N.E.
SECOND
AVE.
67
68
69
70
COUCH
DAVIS
EAST PORTLAND ADD
EVERETT
To Ames

LEGEND

YELLOW TINT SHOWS EASEMENTS
SHOWS SP.CO. PROPERTY LINES
SHOWS STATE HIGHWAY CENTER LINES

SOUTHERN PACIFIC COMPANY
PACIFIC LINES
MAIN LINE

EAST PORTLAND
EASEMENTS TO STATE OF OREGON
FOR OVERHEAD HIGHWAY CROSSINGS
1" = 100' DE JAN 20, 1961

DRAWER

EASEMENT FOR OVERHEAD HIGHWAY
TO STATE OF OREGON
PORTLAND, OREGON

Two pieces or parcels of land situate, lying and being in Block 33 and 34 of East Portland Addition as shown on the duly recorded plot thereof, City of Portland, County of Multnomah, State of Oregon, described as follows:

PARCEL 1:

Being portions of the vacated portion of N. E. Davis Street, formerly "D" Street, described in Ordinance No. 68749 of the City of Portland, passed October 21, 1936, and said Block 34 jointly owned by Southern Pacific Company and Union Pacific Railroad Company, described as follows:

Beginning at a point in the northwest corner of said Block 34 in said East Portland Addition; thence East, along the northerly line of said Block 34, 75.66 feet to a point in a line concentric with and distant 30 feet Southeasterly, measured radially, from the center line of the State of Oregon Highway Department's surveyed "ES" line of the East Bank Freeway Section, Pacific Highway; thence Southwesterly, along said concentric line, on a curve to the left having a radius of 621.09 feet (tangent to said curve at last mentioned point bears South 58°32'56" West and chord of said curve bears South 56°06'10" West 53.01 feet) an arc distance of 53.03 feet to a point in a line concentric with and distant 30 feet Northeasterly, measured radially, from the center line of the State of Oregon Highway Department's surveyed "NE" line of said East Bank Freeway Section, Pacific Highway; thence Southeasterly along last said concentric line, on a curve to the left having a radius of 621.09 feet (tangent to said curve at last mentioned point bears South 67°07'54" East and chord of said curve bears South 70°35'10" East 74.84 feet) an arc distance of 74.89 feet to a point in a line concentric with and distant 30 feet Northwesterly, measured radially, from the center line of the State of Oregon Highway Department's surveyed "SE" line of said East Bank Freeway Section, Pacific Highway; thence Northeasterly, along last said concentric line on a

curve to the right having a radius of 681.09 feet (tangent to said curve at last mentioned point bears North 52°56'45" East and chord of said curve bears North 56°33'40" East 85.89 feet) an arc distance of 85.95 feet to a point in the westerly line of the land described in deed dated June 30, 1936 from Southern Pacific Company to the City of Portland, recorded October 22, 1936, Book 360, Page 279, Deed Records of Multnomah County, said point being distant 7.10 feet Southerly from the southerly line of N. E. Everett Street (60 feet wide) formerly "C" Street; thence South, along said westerly line of last said land, 124.02 feet to a point in a line concentric with and distant 30 feet Southwesterly, measured radially, from said center line of the State of Oregon Highway Department's surveyed "NE" line of said East Bank Freeway Section, Pacific Highway; thence Northwesterly, along last said concentric line, on a curve to the right having a radius of 681.09 feet (tangent to said curve at last mentioned point bears North 81°38'09" West and chord of said curve bears North 79°09'20" West 58.95 feet) an arc distance of 58.97 feet to a point in a line concentric with and distant 30 feet Southeasterly, measured radially, from said center line of the State of Oregon Highway Department's surveyed "SE" line of said East Bank Freeway Section, Pacific Highway; thence Southwesterly, along last said concentric line, on a curve to the left having a radius of 621.09 feet (tangent to said curve at last mentioned point bears South 50°18'34" West and chord of said curve bears South 42°20'20" West 172.24 feet) an arc distance of 172.80 feet to a point in the southerly prolongation of the westerly line of said Block 34, said point being distant 47.37 feet Southerly from the southwest corner thereof; thence North, along said southerly prolongation and westerly line of said Block 34, 97.78 feet to a point in a line concentric with and distant 30 feet Northwesterly, measured radially, from said center line of the State of Oregon Highway Department's surveyed "SE" line of said East Bank Freeway Section, Pacific Highway; thence Northeasterly, along last said concentric line, on a

curve to the right having a radius of 681.09 feet (tangent to said curve at last mentioned point bears North 41°10'09" East and chord of said curve bears North 44°04'00" East 68.85 feet) an arc distance of 68.88 feet to a point in a line concentric with and distant 30 feet Southwesterly, measured radially, from said center line of the State of Oregon Highway Department's surveyed "NE" line of said East Bank Freeway Section, Pacific Highway; thence Northwesterly, along last said concentric line, on a curve tothe right having a radius of 681.09 feet (tangent to said curve at last mentioned point bears North 70°41'55" West and chord of said curve bears North 68°32'00" West 51.47 feet) an arc distance of 51.48 feet to a point in said westerly line of Block 34; thence North, along last said westerly line, 81.27 feet to the point of beginning, containing an area of 21,819 square feet, more or less.

PARCEL 21

Being a portion of said Block 33 jointly owned by Southern Pacific Company and Union Pacific Railroad Company, described as follows:

Beginning at a point in the Southeast corner of said Block 33; thence West, along the southerly line of said Block 33, 140.83 feet to a point in a line concentric with and distant 30 feet Northwesterly, measured radially, from the center line of the State of Oregon Highway Department's surveyed "ES" line of the East Bank Freeway Section, Pacific Highway; thence Northeasterly, along said concentric line, on a curve to the right having a radius of 681.09 feet (tangent to said curve at last mentioned point bears North 59°59'47" East and chord of said curve bears North 66°28'15" East 153.60 feet) an arc distance of 153.93 feet to a point in the easterly line of said Block 33; thence South, along said easterly line, 61.32 feet to the point of beginning, containing an area of 4763 square feet more or less.

Written by: D. M. Forney
Portland - 1-18-61

RECEIVED
JAN 27 1961
FOR FILING

I-5-6(32) 2
(2321)

January 26, 1961

Mr. H. M. Williamson
Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

Re: Banfield Interchange
East Bank Freeway
Portland

Dear Sir:

In recent correspondence you requested that the agreement covering the Banfield Interchange on the East Bank Freeway in Portland include an increase in the aggregate limit of property damage insurance to $1,000,000.

I am attaching hereto copy of a memorandum from the Bureau of Public Roads approving the increase for this project.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Pearson
Assistant State Highway Engineer

Attach.

GSPiso

cc to: Mr. A. W. Kilborn
Mr. W. C. Williams

FORM CD-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
408 State Highway Building
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: January 26, 1961

Attention: G. S. Paxson

By: A. F. Bester
A. F. Bester
Acting Division Engineer

FROM : C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

SUBJECT: Banfield Interchange
East Bank Freeway - Portland

Your letter of January 19, 1961 requested approval of increasing to $1,000,000 the aggregate limit of property damage insurance to be provided on future contracts at this interchange.

As you have stated, construction in the area will involve the overcrossing of multiple tracks under constant use. This, we believe, will qualify the project for increase in the limit of property damage coverage as requested. It is understood that there will be no change in the limit for each occurrence nor in the usual bodily injury and death coverage.

RECEIVED
JAN 26 1961
OFFICE OF
ENGINEER

RECEIVED
JAN 25 1961
FOR FILING

I-5-4( )
(-2-4.1)

January 24, 1961

847

Mr. H. H. Williamson
Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

Re: Banfield Interchange
on East Bank Freeway
in East Portland

Dear Sir:

I have your letter of January 17, 1961, addressed to Mr. G. H. Baker of the Union Pacific Railroad Company and transmitting a draft of the proposed agreement covering the Banfield Interchange on the East Bank Freeway in Portland. We now have the revised Bureau of Public Roads Policy and Procedure Memorandum 21-10(5) setting up the regulations for the handling of flagmen and watchman services on federal-aid projects. In case you have not yet received this, I am attaching a copy for your use.

In section 5(a) of this memorandum, it is required that the agreement contain a statement as to the conditions under which the safe operation of trains requires flagging service. On this particular job, I would suggest that the statement simply say that at any time the contractor is working on the railroad's right of way or in the vicinity of its tracks, flagging will be required.

Paragraph 5(c) requires a listing of the number of classifications of railroad employees that might be used on flagmen and watchmen operations with their rates of pay and other allowances that would determine their total compensation. I realize that it will be difficult to make any positive statement but would suggest that you list the various classes of employees who might be used with their applicable rates of pay and other charges. You will note that an estimate of total cost in dollars need not be a part of the agreement, but that it can be if so desired. In this agreement the flagging costs are given, and it might be well to leave these in, supplementing this flagging charge with a breakdown in accordance with the requirements of the memorandum which could be another exhibit to the agreement.

In paragraph 5(c) it is required that billing for these services be sumitted within 120 calendar days after completion of the project. This would require a slight amendment to paragraph 4 on page 2 of the proposed agreement.

In your letter you bring up the question of limits on insurance. I have taken this up with the Bureau of Public Roads, and its local office has indicated approval of raising property damage aggregate limit to $1,000,000. They have forwarded this through channels for confirmation, but I anticipate that approval will be granted.

In the eighth paragraph on page 4 of the proposed agreement is a requirement that we take the necessary steps to secure the vacation to public use of portions of S. E. Oak Street, S. E. Ash Street and the portion of S. E. First Avenue which you call First Avenue Annex. I believe this has already been taken care of. We entered into an agreement, dated April 10, 1959, under which the City agreed to the closure of the westerly half of S. E. First Avenue at the northerly property line of S. E. Oak Street and at the southerly property line of S. E. Ash Street. I am attaching print of a sketch showing this vicinity upon which I have shown in red the points of closure referred to above, and these closures also are shown on the map attached to our agreement with the City.

Under date of May 19, 1959, we entered into a supplemental agreement under which S. E. Ash Street at the easterly property line of S. E. First is closed to traffic, and also S. E. Oak Street at the easterly line of S. E. First is closed. The positions of these closures are shown in green on the attached sketch.

I cannot make up Exhibit "B" to be attached to the agreement until I receive your answer to the matter of flagging required under 5(a) and 5(b) of PPM 21-10(5). I would appreciate having this as soon as practicable so that I may proceed with Exhibit "B".

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSPrae

cc to: Mr. A. W. Kilborn, Mr. W. C. Williams, Mr. J. W. DeSouza, Mr. Ivan Merchant

U.S. DEPARTMENT OF COMMERCE Bureau of Public Roads	POLICY AND PROCEDURE MEMORANDUM 21-10(5) Date of Issuance: January 16, 1961

Cond
Fed Aid
Gen'l

PROGRAM AND PROJECT PROCEDURES

Subject: ELIMINATION OF HAZARDS OF RAILWAY - HIGHWAY CROSSINGS

PPM 21-10(5)

Supersedes: PPM 21-10(2) dated May 20, 1960

Paragraph 23c(5) of PPM 21-10 dated October 3, 1958 as amended December 1, 1959, May 20, 1960, July 21, 1960, and December 23, 1960, is revised to read:

(5) (a) A statement by the railroad of the conditions when, in the opinion of the appropriate official of the railroad, the construction work would cause hazard to the safe operation of trains or to other facilities of the railroad, including any communication lines on railroad premises, requiring the railroad to employ the necessary qualified flagmen or other employees to protect its trains or other facilities that will operate at, adjacent to or through the project to be constructed. Such statement shall be of scope and detail sufficient to provide basis for the party or parties that are to perform the construction to estimate the duration of time or times under the construction plans and schedules contemplated when the railroad will require its personnel to perform flagging or related service to protect the railroad traffic.

(b) A listing of the numbers and classification of the railroad employees that may be required by the railroad to perform the flagging or related service during periods of hazard created by construction of the proposed project; the applicable rates of base pay and overtime pay; additional charges, expressed either in dollars or in percentage values of pay rates, of allowances for vacations, railroad retirement and unemployment taxes, paid holidays, health and welfare insurance, compensation and liability insurance, and other similar allowances that are obligations of the railroad; lists of the headquarters of railroad employees to be utilized, and the costs for travel of such employees to the project site and return to headquarters; and cost for meals and other accommodations to be provided the railroad employees. Such listing shall be of scope and detail sufficient to provide basis for the party or parties that are to perform the construction to estimate the costs per shift and for a longer period for the railroad employees that are to provide flagging or other services to protect railroad traffic during times of hazard created by construction. An estimate of the total cost of furnishing such protective services to railroad traffic and other facilities during the course of the performance of the work need not be included in the State-Railroad agreement but may be at the option of the several parties to the agreement.

(c) A statement of when and how the railroad will bill its charges for flagging or related services and how and by whom such charges will be paid the railroad. In this respect, the agreement is to provide guarantee that the railroad will be reimbursed for all eligible charges to the extent that bills for such charges are presented by the railroad within 120 calendar days after completion of the project or preferably within 120 calendar days after completion of the work of the project that would cause hazard to the safety of operation of trains or to other facilities of the railroad.

EFFECTIVE DATE

The provisions of this amendment to PPM 21-10 shall be effective with respect to all projects which are given program approval on and subsequent to the date of issuance. In addition, the provisions of this amendment may be made effective with regard to all projects which have been given program approval prior to the date of issuance hereof but for which the State-Railroad agreement had not as of date of this issuance been either executed or otherwise made binding upon the parties involved, and accordingly there had not been authorization by Public Roads for the State to proceed with the work as a Federal-aid project.

/s/ B. D. Tallamy

B. D. Tallamy
Federal Highway Administrator.

RECEIVED
JAN 20 1961
FOR FILING

I-5-6(3)

(-1-44

January 19, 1961

Mr. C. H. Foltz
Division Engineer
Bureau of Public Roads
Salem, Oregon

Re: Jantfield Interchange
East Side Freeway
Portland

Dear Sir:

We will have contracts for construction across the railroad yards of the Union Pacific Company, the Southern Pacific Company, the Spokane, Portland & Seattle Railway Company and the Portland Traction Company coming up in the near future. These will be structures overcrossing the switching tracks, which are under constant operation and involve a very considerable amount of work on the ground immediately adjacent to operating tracks.

The railroad companies are requesting an increase in the limits of insurance provided for property damage to $250,000 for each occurrence and $1,000,000 as an aggregate. These are in excess of the amount of coverage specified for ordinary projects under PPM 20-12, dated March 5, 1959. In this memorandum, however, under 5(b), it is provided that higher amounts of coverage may be approved where higher than ordinary risks are involved. We believe that this project, involving as it does the overcrossing of multiple tracks under constant use, qualifies as an extraordinary hazardous project, and we ask your approval of the increase in coverage for property damage.

The presently authorized limits of $250,000/$500,000 with respect to bodily injury or death would not be raised.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. H. Hanson
Assistant State Highway Engineer

cc to: Mr. W. C. Williams, Mr. Ivan Merchant, Mr. R. L. Porter

FORM E-123-R 75M 1-60

RECEIVED

COMMISSIONERS
M. K. McIVER, CHAIRMAN, PORTLAND
KENNETH N. FRIDLEY, MEMBER, WASCO
GLENN L. JACKSON, MEMBER, MEDFORD
FLOYD QUERY, SECRETARY, SALEM

FOR FILE

F-5-6(32) 3-2

6044

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

October 24, 1960

Your No. 26605

Union Pacific Railroad Company
Properties Department
Pittock Block
Portland 5, Oregon

Attention: Mr. D. J. Callahan

Gentlemen:

Re: Foundation Investigations
Banfield-East Bank Interchange
Bridge No. 8588

License Department No. 26605, Audit No. A-95717 covering permission to drill test holes on railroad right of way in Portland, and which expires March 4, 1961, will not need to be extended.

Our drill crew is now working in the general area, and it is expected that all work, including that work on the railroad right of way, will be completed before the end of 1960.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

IDM/ms

cc: Mr. G. S. Paxson
Mr. R. M. Brown
Mr. J. T. Skelton

G. S. PAXSON

RECEIVED

FORM E-30X 50M 2-60 26119

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland Office
September 27, 1960

SUBJECT:

To: Mr. Walter T. Wright
Right of Way Engineer
State Highway Building
Salem, Oregon

File No. 29592 - U.P.R.R.
East Bank Freeway Section
Pacific Highway
Multnomah County

Attention Mr. D. H. Moehring

In a meeting September 22, 1960, with Mr. Callahan and Mr. Ryan, Property Management Division of the Union Pacific Company, the following composite and salient points of issue were discussed:

1. We are in agreement at the appraised value on the fee taking of the parcel of property on Oregon Street.

2. During the meeting Mr. Callahan discussed by telephone with Mr. Ralph Baysinger the status of the Railroad's descriptions on the easements, and Mr. Baysinger stated he "hoped to have these completed within 60 days." Due to a change in the "EN" line there will now be 12 parcels covered by easements rather than the original 11.

3. Some of these easements will conflict with the 1955 agreement, and it is Mr. Callahan's suggestion that the revision or cancellation of the 1955 agreement be accomplished simultaneously with the drawing of the easement agreement based on the new descriptions.

4. Based on the approximate 80,000 square feet of area covered by the 12 parcels Mr. Callahan felt a value of $1 per square foot as being a fair settlement figure. He based this on damage to the Company's operation by the projected use of the easements in the form of light, air rights, and confinement to any future expansion or alteration of alignment to operating trackage. Mr. Callahan places more emphasis on the value of air rights as being proven in recent transactions and court decisions particularly on the East Coast. He made reference to the Fremont Bridge, which leads me to believe that we would be wise to make a careful study of this theory and proceed very cautiously because of the tremendous precedent that is involved. As air rights in the State of Oregon have a measurable value the cost of right of way or easements for overhead structures could assume very high cost indeed.

REFERRED 9.28.60
TO G. S. Paxson
FOR Information

PLEASE REPLY BY

WALTER T. WRIGHT

We're having legal research made.

RECEIVED
SEP 1960
OFFICE OF
STATE RIGHT OF WAY ENGINEER

5. I countered Mr. Callahan's suggested dollar per square foot proposal by saying that I would recommend a settlement based on $1,000 per easement or $12,000 for the 12 easements. I further clarified this by saying that we did not presently have any appraisal, and that such a recommendation would have to pass the scrutiny of both the State and the Bureau of Public Roads. Mr. Callahan's reaction was that this was ridiculously low when measured against the formula of light, air, and confinement damage.

6. We agreed that if this were his feeling, he should cover this in a letter to us, which would also set out his justification for any other value.

JOHN K. SCOTT

JKS:jl

RECEIVED
AUG 17 1960
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon

August 16, 1960

SUBJECT: Additional Easement
Union Pacific Railroad
Danfield-East Bank Interchange
Prefix: 26-1468

To: Mr. Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

Attention: Mr. D. J. Barbee

Submitted herewith are three white prints and supporting cross-sections showing the added easement necessary for slopes for our present construction between N. E. Union Avenue and S. E. Grand Avenue from the Union Pacific Railroad Company. Mr. Rear discussed this with you yesterday by telephone.

The original easement was based on the 1955 agreement with the railroad. At that time the end of the "EN" line structure ended farther to the east than the present structure, and consequently the slope easement line began farther to the east.

Dale E. Sturmer

Dale E. Sturmer
Chief Designer
Metropolitan Division

DES/lh
Encl.
cc: G. S. Paxson

RECEIVED
AUG 17 1960
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 17 1960
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
1960
FORM E-20 50M 7-59 22124
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland Office
June 21, 1960

RECEIVED
JUN 22 1960
LEGAL DEPT.

SUBJECT:

To: Mr. Walter Wright
Right of Way Engineer
Salem Office

Attn: Mr. D. H. Moehring

File No. 29592 - U.P.R.R.
East Bank Freeway
Pacific Highway
Multnomah County

NOTED
D. H. MOEHRING

In checking on this date with Mr. Sturmer on this R.R. file, he told me that as of last week he talked with Mr. Baysinger, who advised that he is "still checking the descriptions."

This raises the natural question in my mind of wondering if Mr. Baysinger is using the same timetable we hope to use in the building of the East Bank-Banfield Interchange.

Perhaps Mr. Paxson could be of some help in clarifying the need for action.

John K. Scott

JOHN K. SCOTT

JKS:jl

REFERRED 6-23-60
TO Mr. Paxson
FOR Information
PLEASE REPLY BY
DAVID H. MOEHRING

Will the U.P. easements be cleared for the June 30 Eastbank project?

NOTED

RECEIVED
JUN 23 1960
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 13 1960
FOR FILING

June 10, 1960

Mr. W. M. Jaekle, Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

Dear Sir:

I am attaching hereto a copy of the descriptions for easements across your property in the East Portland Yards. These easements were drawn up in your Portland office and were submitted to us for check. There have been some minor revisions made in the original draft.

The easements refer to your Portland office Drawing B-402, dated January 19, 1960. These are submitted directly to your office in accordance with a suggestion made by Mr. Kendrew of your Portland office.

In connection with this project, we have furnished your Portland office with the necessary data for writing a 5-foot construction easement for wall footings along the easterly side of the property which we are purchasing from you and also along Parcel No. 4 of the easement covered in the attached descriptions. This easement extends from the north property line of S. E. Ash Street to a point 150 feet north of the property line of S. E. Ankeny Street.

We have also furnished your Portland office with the necessary data and maps for writing of the description for a drainage easement paralleling your main line tracks and connecting with the proposed Irving Street outfall sewer.

It is our understanding that descriptions for the two easements cited above will be forwarded to your office by the Portland office of your company.

Very truly yours,

GSP:ae

W. C. Williams
State Highway Engineer

cc to: Mr. W. C. Williams
Mr. Tom Edwards
Mr. Lloyd Shaw
Mr. Walter T. Wright

By

G. S. Paxson
Assistant State Highway Engineer

Attach.

cc to: Mr. A. W. Kilborn

FORM S.50 5000 6-58 13044

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
June 3, 1960

SUBJECT: Southern Pacific Easements
Banfield-East Bank Interchange
Prefix: 26-1468

To: Mr. Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

Attention: Mr. D. J. Barbee

Relative to our conversation yesterday pertaining to the status of the above subject interchange, we have talked to Mr. Kindrew of the Portland office of the Railroad Company and he suggests the following procedure.

Copies of the descriptions of the four parcels, with the proposed corrections, should be returned to Mr. Jackle of the San Francisco office. These are the parcels for structures over the railroad tracks and are the descriptions that we looked at in your office yesterday.

In the transmittal letter of the above descriptions mention should be made that we have furnished the Portland office of the Southern Pacific Company the following additional data and maps:

1. The necessary data for the writing of a 5-foot construction easement for wall footings along the easterly side of the fee taking and parcel #4 of the above easements from the north property line of S. E. Ash Street to a point 150 feet north of the north property line of S. E. Ankeny Street.

2. The necessary data and maps for the writing of drainage easements in the vicinity of Stations L388+78 and "O"2+35, as shown on the attached map. It is our understanding that the descriptions for the above additional easements will be forwarded to San Francisco by the Southern Pacific Portland offices in the near future.

Mr. Kindrew thought that easements for the four parcels for overhead structures would be in one agreement, and the 5-foot construction easement together with the drainage easement would be in a separate agreement.

Barbee

CONSTRUCTION DIVISION
RECEIVED
JUN 6 1960
NOTED-4 2 3 CE ACE ACE COE

NOTED
FLOYD O. SCOTT
6-7-60

Mr. Kindrew requested that a copy of the above transmittal letter be sent to Mr. Kilborn of the Portland office. Mr. John Scott of the Division I Right of Way office has also requested a copy, and I would like one for our information and files.

In order to make your records complete, enclosed are copies of the map furnished the Southern Pacific Company for writing of the requested drainage easements. Reference is made to my transmittal letter to the Railroad Company dated May 25, 1960, a copy of which was sent to your office. If these drainage easements meet your approval, no further action relative to them needs to be taken by you at this time except to mention them in the transmittal letter referred to in the first part of this letter. The information on the above map is basically the same as that transmitted to your office on November 16, 1959.

Lloyd P. Shaw
Metropolitan Engineer

DES/lh
Encl.
cc: G. S. Paxson

RECEIVED
JUN 1960
FOR FILES
I-C-1

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon

June 3, 1960

To: Mr. Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

SUBJECT: Easement to Union Pacific Railroad
Banfield-East Bank Interchange
Prefix: 26-1468

Attention: Mr. D. J. Barbee

In accordance with our conversation yesterday pertaining to easements to the Union Pacific Railroad Company in Block 71 in the Banfield-East Bank Interchange area, submitted herewith are copies of the map showing the proposed easement and a copy of my letter to you dated May 2, 1960, both of which were sent to you on that date. The map also shows the proposed communication line revision. I believe the enclosed letter of May 2nd covers the details as they are known at this time.

Relative to the revision of the access road to the Pointer-Willamette Spur, a detail plan of this proposed revision was forwarded to you on January 14, 1960. I understand that you have copies of this in your files.

The slope easement, the communication line revision, and the revision of the access road to the Pointer-Willamette spur track should be included in the Railroad agreement.

Lloyd F. Shaw
Metropolitan Engineer

DES/lh
Encl.
cc: G. S. Paxson

RECEIVED
JUN 1960
DISTRICT ENGINEER

FORM E-20X—50M—2-59—16180

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon

June 3, 1960

To: Mr. Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

SUBJECT: Southern Pacific Easements
Banfield-East Bank Interchange
Prefix: 26-1468

Attention: Mr. D. J. Barbee

Relative to our conversation yesterday pertaining to the status of the above subject interchange, we have talked to Mr. Kindrew of the Portland office of the Railroad Company and he suggests the following procedure.

Copies of the descriptions of the four parcels, with the proposed corrections, should be returned to Mr. Jackle of the San Francisco office. These are the parcels for structures over the railroad tracks and are the descriptions that we looked at in your office yesterday.

In the transmittal letter of the above descriptions mention should be made that we have furnished the Portland office of the Southern Pacific Company the following additional data and maps:

1. The necessary data for the writing of a 5-foot construction easement for wall footings along the easterly side of the fee taking and parcel #4 of the above easements from the north property line of S. E. Ash Street to a point 150 feet north of the north property line of S. E. Ankeny Street.

2. The necessary data and maps for the writing of drainage easements in the vicinity of Stations L388+78 and "O"2+35, as shown on the attached map. It is our understanding that the descriptions for the above additional easements will be forwarded to San Francisco by the Southern Pacific Portland offices in the near future.

Mr. Kindrew thought that easements for the four parcels for overhead structures would be in one agreement, and the 5-foot construction easement together with the drainage easement would be in a separate agreement.

Mr. Kindrew requested that a copy of the above transmittal letter be sent to Mr. Kilborn of the Portland office. Mr. John Scott of the Division I Right of Way office has also requested a copy, and I would like one for our information and files.

In order to make your records complete, enclosed are copies of the map furnished the Southern Pacific Company for writing of the requested drainage easements. Reference is made to my transmittal letter to the Railroad Company dated May 25, 1960, a copy of which was sent to your office. If these drainage easements meet your approval, no further action relative to them needs to be taken by you at this time except to mention them in the transmittal letter referred to in the first part of this letter. The information on the above map is basically the same as that transmitted to your office on November 16, 1959.

Lloyd P. Shaw
Metropolitan Engineer

DES/lh
Encl.
cc: G. S. Paxson

RECEIVED
JAN 31 1960
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM
XXXXX

Portland, Oregon
May 25, 1960

Southern Pacific Company
324 Union Station
Portland, Oregon

Attention: Mr. Kindrew

Gentlemen:

Attached is a sketch map showing the proposed easements for drainage purposes from the Southern Pacific Co. to the State of Oregon in the Banfield-East Bank Interchange area. Also shown on the map are your existing tracks and your proposed future spur tracks.

In accordance with our recent conversations, the requested drainage easements are only in that area outside those easements for structural purposes. I hope this map will give you the information you need and I understand that your office will prepare the descriptions.

Lloyd P. Shaw

LLOYD P. SHAW
Metropolitan Engineer

DES/bh
Encl.
cc: G. S. Paxson
Tom Edwards
Dale Sturmer

RECEIVED
MAY 27 1960
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FORM E-30X—50M—2-59—19300

I 5-1 (-)

L 44

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon

May 2, 1960

SUBJECT: Slope Easement for Union Pacific Railroad
Banfield-East Bank Interchange
Prefix: 26-1468

To: Mr. Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

Attention: Mr. D. J. Barbee

Submitted herewith is a sketch map showing a proposed slope easement from the State to the Union Pacific Railroad Company and the proposed relocation of the railroad company's communication line.

The proposed easement is for slopes of the relocated spur to the Northwestern Ice and Cold Storage Company plant. This spur must be shifted north from its present position to permit columns to be placed between the spur and the main line. The slope easement is based on a projection of the revised spur made by Mr. Baysinger.

The Union Pacific communication line must be moved from its present location. This line was moved in 1956 at the State's request and was located to conform with the west end Banfield connections as projected at that time. One pole falls in Northwestern Ice and Cold Storage property which the State had planned to acquire for the N. E. Glisan Street ramp. Other poles fall in future cut slopes, and one is within the G_2 line roadway. Farther west a column for the H_3 line falls within the present communication line.

Shown on the map is a tentative new location of the line selected by Mr. Baysinger, Mr. Robertson, Communication Superintendent for the Union Pacific, and Mr. Sturmer of this office. The line would pass under the G_2 structure. It would require a guy pole on the southerly side of the main tracks and perhaps underneath the E-W structure, but this should present no problem. The new location has been discussed with Mr. Wallace of the Bridge Department, and he can see no objection to the plan.

RECEIVED
OREGON

According to Mr. Robertson of the Union Pacific Railroad, the communication line must be realined from a point immediately west of N. E. Union Avenue to a point west of N. E. Occident Avenue. The exact line of relocation could not be determined at this time. However, it will all be on railroad property or city streets, except perhaps the guy pole south of the railroad's main tracks as stated above.

The slopes for the revised access road to the Pointer-Willamette spur loading area will fall within the limits of railroad property.

The necessary information for the slope easements to the Union Pacific Railroad is included on the attached prints. Will you please see that this easement and provisions for moving the communication line are included in the railroad agreement.

Lloyd P. Shaw
Metropolitan Engineer

DES/lh
Encl.
cc: G. S. Paxson
Ivan Merchant

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OFFICE OF

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FEB 1960
22124
FOR FILING
6044

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

February 3, 1960
Salem, Oregon

SUBJECT: File No. 29592 - Union Pacific Railroad Company
East Bank Freeway Section
Pacific Highway
Multnomah County

To: Mr. G. S. Paxson
Assistant State Highway Engineer
O F F I C E

This morning I discussed the Union Pacific Railroad file with Mr. Barbee. He is preparing a new map showing the area which is needed in fee and in easement from the Railroad Company. On the same map he will also show all of the ties which Lloyd Shaw has made in the field.

It is hoped that this will provide sufficient information for the Railroad Company to write descriptions covering various parcels.

This map will also show the areas covered in the 1955 Agreement with proper paragraph reference to the Agreement. With this information you will be able to make application for the property needed and also recommend deletion of tne proper paragraphs of the 1955 Agreement for inclusion in the 1960 Agreement.

D. H. MOEHRING
Assistant Right of Way Engineer

DHM:mr/ke

cc: Mr. D. J. Barbee
Mr. Floyd Scott

NOTED
G. S. PAXSON

7

EASEMENTS FOR OVERHEAD HIGHWAY TO STATE OF OREGON
PORTLAND, OREGON

All those certain pieces or parcels of land situate, lying and being in the East Half of Section 34, Township 1 North, Range 1 East, Willamette Meridian, in the City of Portland, County of Multnomah, State of Oregon, described as follows:

PARCEL 1

Being portions of vacated N.E. Glisan Street, formerly "A" Street described in Ordinance No. 75 of the City of East Portland, passed October 26, ~~XX~~ 1871, ~~XX~~ vacated portion of N.E. Flanders Street, formerly "B" Street in said Ordinance, the vacated portion of N.E. Everett Street, formerly "C" Street in said Ordinance, the vacated portion of N.E. Davis Street, formerly "D" Street in said Ordinance and lands now of the Southern Pacific Company, described as follows:

Beginning at the point of intersection of the northeasterly line of said land of the Southern Pacific Company with a line that is parallel with and distant 50.0 feet easterly measured at right angles from the center line of the State of Oregon Highway Department's surveyed "L" line of the East Bank Freeway Section, Pacific Highway, at or near Engineer Station L-388+94.46 P.O.T., being also North 32°~~22~~00' West, 111.45 feet, ~~XXXXX~~ from the intersection of the westerly line of N.E. First Avenue (60 feet wide) with the northerly line of N.E. Glisan Street (30 feet wide), formerly "A" Street; ~~City of East Portland, vacated by Ordinance No. 75, passed October 26, 1871~~; thence South 1°16'43" West (State Bearing South 3°09'07" West) along said parallel line, 972.68 feet to a point; thence North 7°30'43" West, 57.61 feet to a point; thence North 0°39'33" East, 511.05 feet to a point; thence Northwesterly, on a curve to the left having a radius of 599.582 feet (tangent to said curve at last mentioned point is last described course and chord of said curve bears North

14'32'14" West, 314.33 feet), an arc distance of 318.05 feet to a point in a line parallel with and distant 50.0 feet westerly, measured at right angles, from said surveyed "L" line at or near Engineer Station L-389+96.75 P.O.T.; thence North 1°16'43" East (State Bearing North 3°09'07" East), along last said parallel line, 209.18 feet to a point in the northeasterly line of said land of the Southern Pacific Company, being also in the common center line between the Eastbound and Westbound main tracks of the Union Pacific Railroad Company; thence South 44°10'17" East, along said northeasterly line of said land, 118.34 feet and South 32°00' East, continuing along said northeasterly line 28.55 feet to the point of beginning, containing an area of 34,971 square feet, more or less.

PARCEL 2

Commencing at the point of intersection of the westerly line of N.E. First Avenue (60 feet wide) with the northerly line of said N.E. Glisan Street (30 feet wide), formerly "A" Street, vacated by Ordinance ~~of~~ No. 75 of the City of East Portland, passed October 26, 1871; thence North 32°00' West, along the northeasterly line of said land of the Southern Pacific Company, 140.0 feet to a point in the common center line between the Eastbound and Westbound main tracks of the Union Pacific Railroad Company, being also a point in said northeasterly line; thence North 44°10'17" West, continuing along said northeasterly line of said land, 214.06 feet to the actual point of beginning of the parcel of land to be described; thence South 18°05'05" West, leaving said northeasterly line, 140.52 feet; thence North 38°26'57" West, a distance of 113.80 feet; thence North 9°27'33" East, a distance of 140.36 feet to a point in said northeasterly line of said land of the Southern Pacific Company, being also in said common center line; thence South 44°10'17" East, along said northeasterly line of said land, a distance of 131.05 feet to the point of beginning, containing an area of 14,076 square feet, more or less.

PARCEL 3

Beginning at a point in the westerly line of N.E. First Avenue (60 feet wide) that is distant 42.62 feet Southerly, measured along said westerly line, from the point of intersection thereof with the northerly line of N.E. Everett Street (60 feet wide), formerly "G" Street, vacated by Ordinance No. 75 of the City of East Portland, passed October 24, 1871, being also distant 30.0 feet Easterly, measured at right angles, from the original located center line of the Eastbound main track, now of the Southern Pacific Company at or near Engineer Station 8+78.62 and distant 30.0 feet Northeasterly, measured radially, from the center line of State of Oregon Highway Department's surveyed "NE" Line of the East Bank Freeway Section, Pacific Highway at or near Engineer Station NE-12+49.36 P.O.C.; thence South, along said westerly line of N.E. First Avenue, 128.25 feet to a point in a line concentric with and distant 30.0 feet Southeasterly, measured radially from the center line of the State of Oregon Highway Department's surveyed "ES" Line of the East Bank Freeway Section, Pacific Highway, at or near Engineer Station ES-12+73.63 P.O.C.; thence Southwesterly, along said concentric line, on a curve to the left having a radius of 621.089 feet (tangent to said curve at last mentioned point bears South 42°23'10" West and chord of said curve bears South 35°58'35" West 138.67 feet), an arc distance of 138.96 feet to a point in the easterly line of that certain 34,971 square foot parcel of land described above for Parcel 1; thence North 1°16'43" East, along last said easterly line of said land, 111.57 feet to a point in a line concentric with and distant 30.0 feet Northwesterly, measured radially, from said center line of said surveyed "ES" Line; thence Northeasterly,

along last said concentric line, on a curve to the right having a radius of 681.089 feet (tangent to said curve at last mentioned point bears North 37°51'39" East and chord of said curve bears North 41°45'45" East 92.69 feet), an arc distance of 92.76 feet to a point in a line concentric with and distant 30.0 feet Southwesterly, measured radially, from said center line of the State of Oregon Highway Department's surveyed "NE" Line of the East Bank Freeway Section, Pacific Highway; thence Northwesterly, along last said concentric line, on a curve to the right having a radius of 681.089 feet (tangent to said curve at last mentioned point bears North 59°15'42" West and chord of said curve bears North 56°15'37" West 71.32 feet), an arc distance of 71.35 feet to a point in said easterly line of said land described above for Parcel 1; thence North 1°16'43" East, along last said easterly line, 75.57 feet to a point in a line concentric with and distant 30.0 feet Northeasterly, measured radially, from said center line of said surveyed "NE" line; thence Southeasterly, along last said concentric line, on a curve to the left having a radius of 621.089 feet (tangent to said curve at last mentioned point bears South 49°12'40" East and chord of said curve bears South 53°30'36" East 93.11 feet), an arc distance of 93.20 feet to the point of beginning, containing an area of 12,881 square feet, more or less.

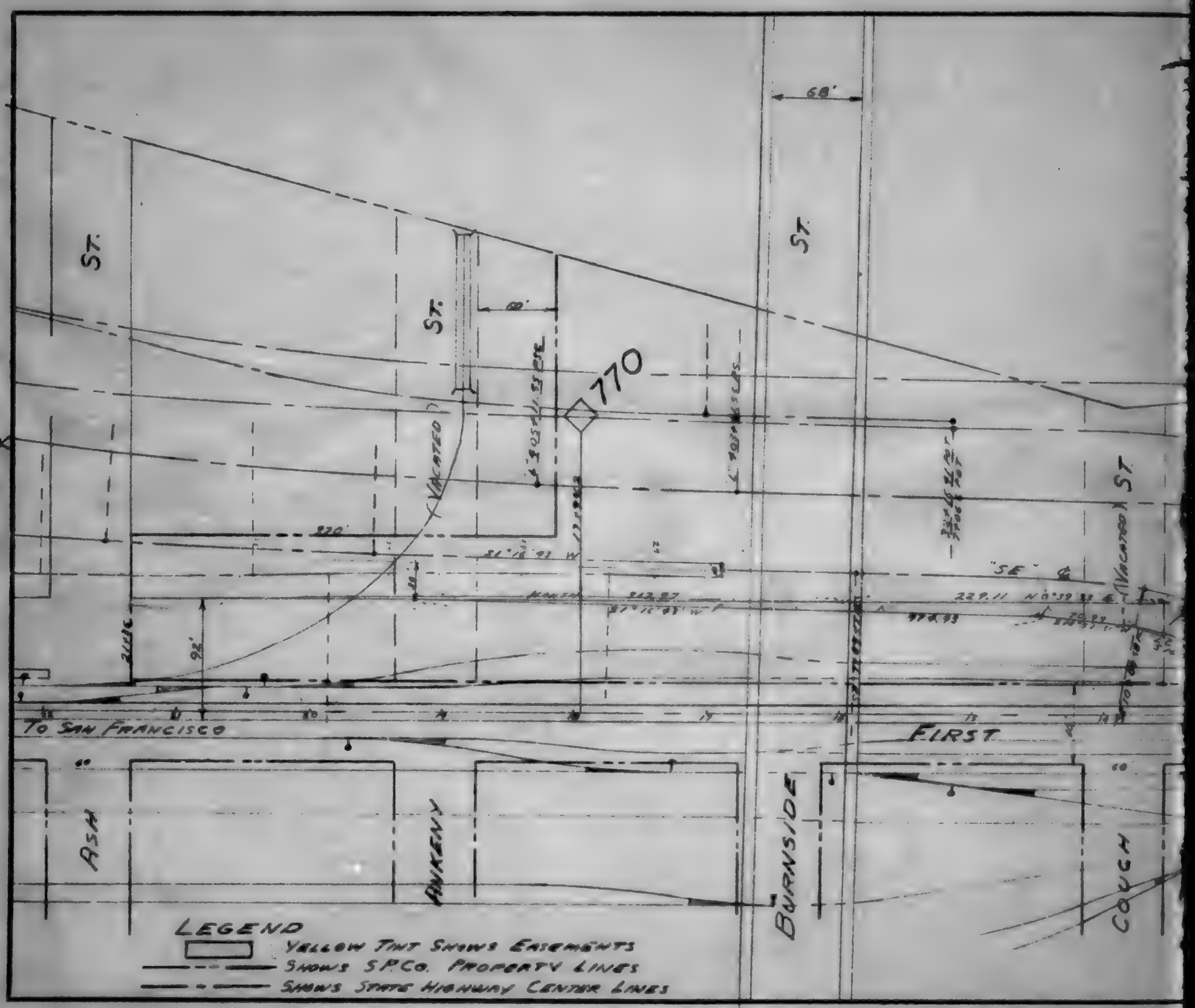
PARCEL 4

Being portions of vacated N.E. Davis Street, formerly "D" Street described in Ordinance No. 75 of the City of East Portland, passed October 26, 1871, the vacated portion of N.E. Couch Street, formerly "E" Street in said Ordinance, the vacated portion of E. Burnside Street, formerly "F" Street in said Ordinance, and a portion of S.E. Ankeny Street, ~~formerly "G" Street thereof~~ vacated by Ordinance No. 13186, of the City of Portland, passed by the Common Council January 21, 1903 and lands now of the Southern Pacific Company, described as follows:

Beginning at a point in the westerly line of N.E. First Avenue (60 feet wide) that is distant 27.43 feet Southerly, measured along said westerly line, from the point of intersection of said westerly line with the northerly line of said N.E. Davis Street (60 feet wide) being also distant 30.0 feet ~~Easterly~~ Westerly, measured at right angles, from the original located center line of the Eastbound main track now of the Southern Pacific Company at or near Engineer Station 11+23.43 P.O.T. and distant 30.0 feet Northwesterly, measured radially, from the center line of the State of Oregon Highway Department's surveyed "SE" Line of the East Bank Freeway Section, Pacific Highway, at or near Engineer Station SE-12+58.91 P.O.C.; thence South, along last said westerly line, 127.60 feet to a point in a line concentric with and distant 30.0 feet Southeasterly, measured radially, from said center line of said surveyed "SE" line, at or near Engineer Station ~~SE~~ SE-11+46.03 P.O.C.; thence Southwesterly, along said concentric line, on a curve to the left, having a radius of 621.089 feet (tangent to said curve at last mentioned point bears South 22°58'00" West and

chord of said curve bears South 16°57'46" West 129.93 feet), an arc distance of 130.17 feet to a point; thence South 10°57'31" West, 70.99 feet to a point; thence South 1°16'43" West, 474.93 feet to a point in a line parallel with and distant 92.0 feet Westerly, measured at right angles, from said Eastbound main track of the Southern Pacific Company and distant 30.0 feet Southeasterly, measured at right angles, from the southerly prolongation of said center line of said surveyed "SE" Line; thence North, along said parallel line 317.97 feet to a point; thence North 0°39'33" East, 229.11 feet to a point; thence North 7°30'43" West, 100.77 feet to a point in a line concentric with and distant 30.0 feet Northwesterly, measured radially, from said center line of said surveyed "SE" line; thence Northeasterly, on a curve to the right, having a radius of 681.089 feet (tangent to said curve ~~xx~~ at last mentioned point bears North 18°53'35" East and chord of said curve bears North 25°53'47" East 166.09 feet), an arc distance of 166.50 feet to the point of beginning, containing an area of 13,502 square feet, more or less.

* * *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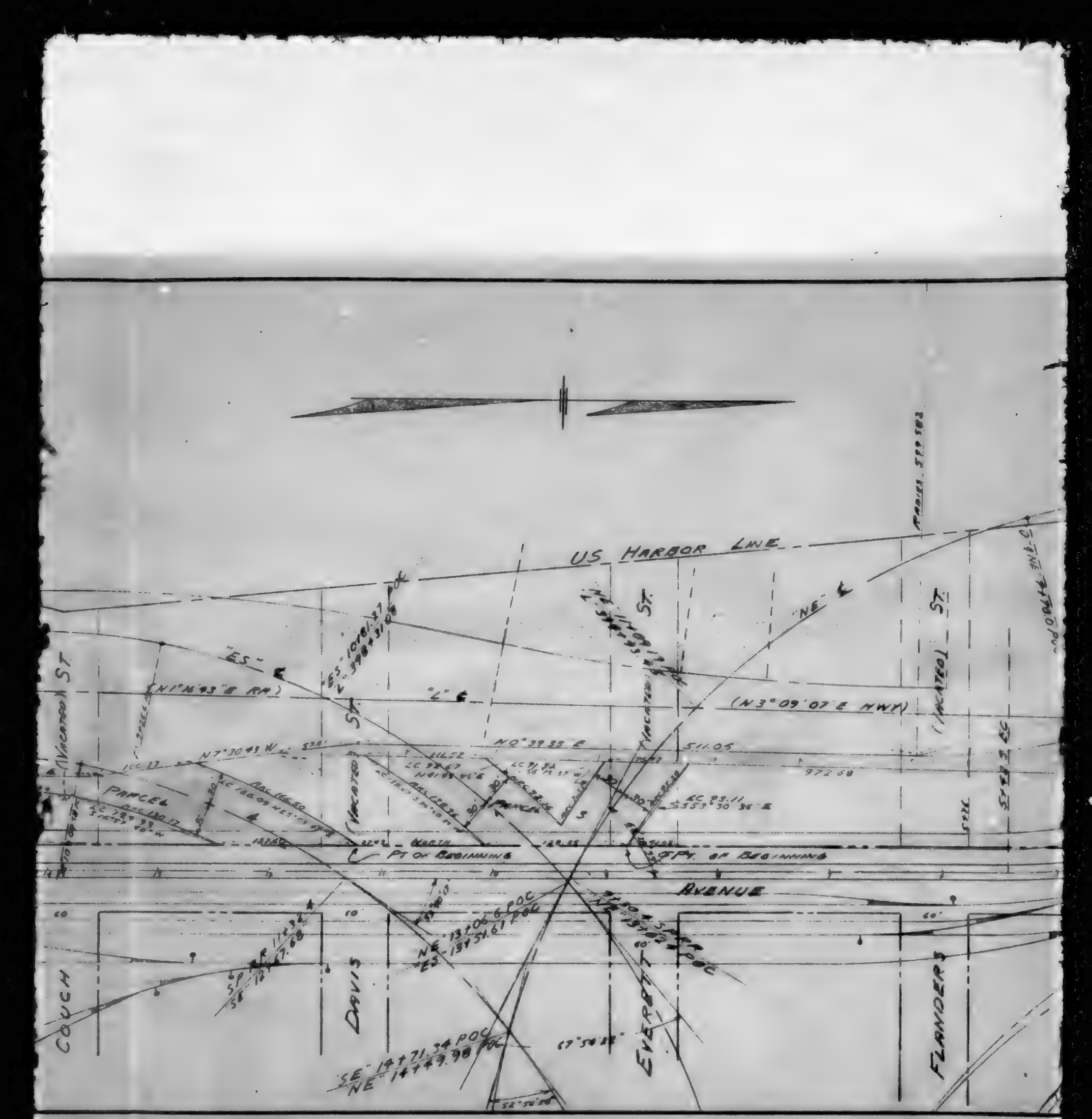
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UNION PACIFIC

SOUTHERN PACIFIC CO

PACIFIC LINES

MAIN LINE

EAST PORTLA

EASEMENTS TO STATE OF

FOR OVERHEAD HIGHWAY

SCALE: 1" = 100'

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PORTLAND DIV'N.

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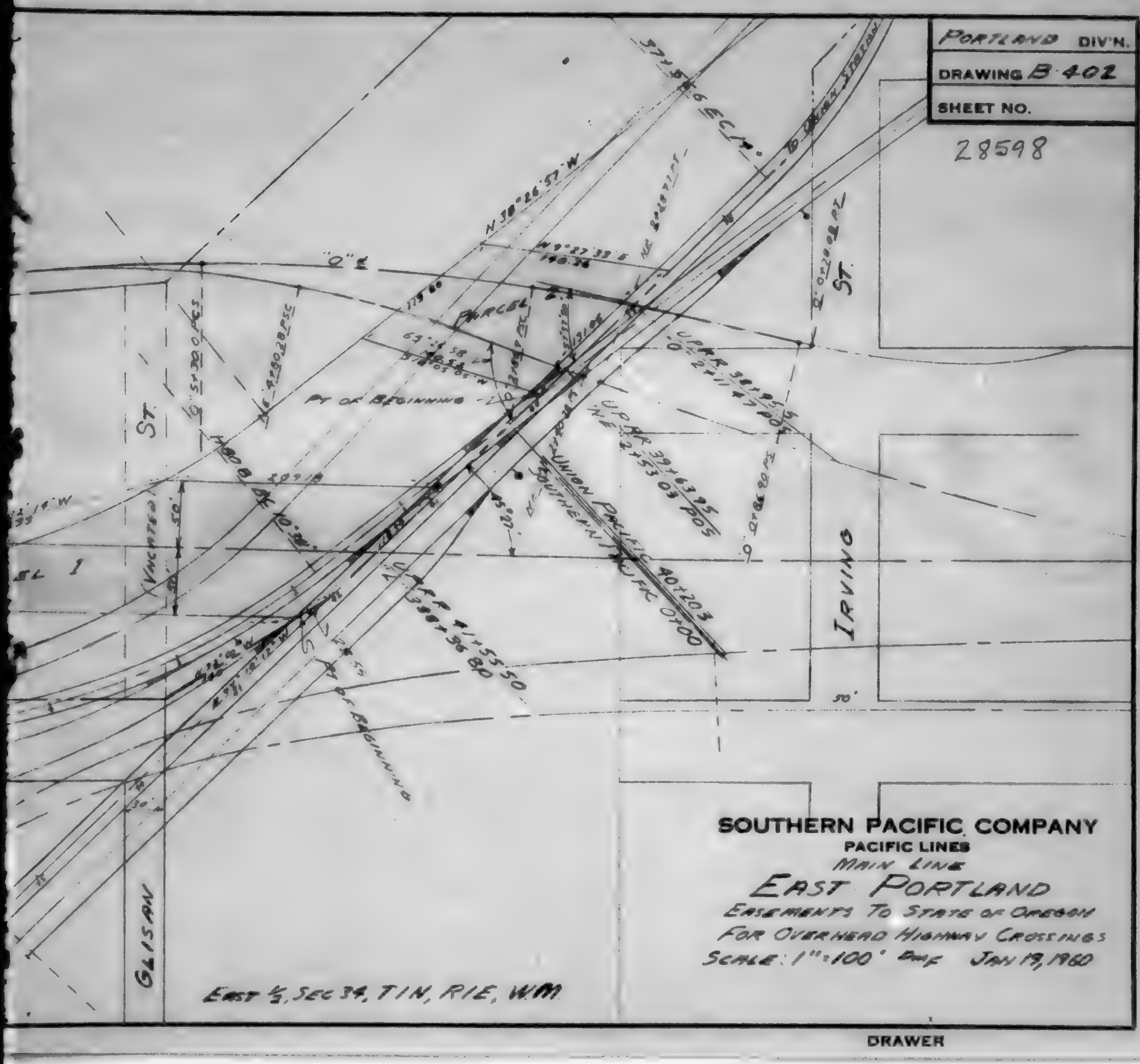

I-80N-2(24) Sandy River-Dodson Sec., 1962
15 Columbia River Hwy., (road-
#6045 side improve.)

RECEIVED

Monthly transaction number

FO... 1-105

Project report number

9

6.24

Form 2A (5-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

State: Oregon

County: Multnomah

Project number: I-80N-2(24)13

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on April 13, 19 62, is hereby modified as follows:

Revised estimated total cost of project $ 48,929.00

Revised Federal funds $ 44,887.00

Other revisions

None

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 22 day of January, 19 64.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd L. Stean

Asst. State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By A. W. Parsons
Division Engineer

By L. R. Bucklund
L. R. Bucklund, Administrative Mgr.

USComm-DC 11170

RECEIVED

Portland 6045

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.

FOR FILING 4-65

PROJECT REPORT NO.

FN-2(24)15

FORM PR-2 (REV. 6-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

STATE: Oregon

COUNTY: Multnomah

PROJECT NO.: I-80N-2(24)15

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

US 30 Sandy River to Dodson

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	2-6-62	17.8
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 47,731.00	$ 43,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By _____

ASSISTANT State Highway Engineer
(Title)

By _____
(Title)

By _____
(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

EX C. G. Polk
(Division Engineer)

By: L. R. Backlund
L. R. Backlund
Acting Administrative Manager

Date executed by Division Engineer April 13, 1962

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

Oregon State Highway Department

Federal-Aid
Project No. I-80N-2(24)15

SANDY RIVER-HODSON SECTION OF THE

COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, March 14, 1962

Type Code Y005
Roadside Improvement (Sta. 517+40 to Sta. 1460+00)(Contract 6045)

Drainage Excavation, Unclassified	140	cu.yd.	$ 3.50	$ 490.00
Blade Grader	33	hour	10.00	330.00
Tractor and Dozer	44	hour	10.00	440.00
Front End Loader	40	hour	10.00	400.00
Dump Trucks	80	hour	8.50	680.00
Furnishing and Placing Topsoil	160	cu.yd.	2.50	400.00
18-inch Concrete Pipe	8	lin.ft.	4.50	36.00
24-inch Concrete Pipe	150	lin.ft.	6.50	975.00
Salvaging and Reinstalling Culvert Pipe	220	lin.ft.	4.00	880.00
Extra for Pipe Under Pavement	140	lin.ft.	4.50	630.00
18-inch Culvert End Sections	3	only	45.00	135.00
24-inch Culvert End Sections	6	only	55.00	330.00
Salvaging and Reinstalling Type 1 Fence	42	rod	5.00	210.00
Preparation of Slopes Under Structures	All	Required		275.00
3/4" - 0 Crushed Material	20	cu.yd.	7.00	140.00
1/2-inch Water Pipe	770	lin.ft.	0.38	292.60
3/4-inch Water Pipe	4,200	lin.ft.	0.46	1,932.00
1-inch Water Pipe	3,710	lin.ft.	0.59	2,188.90
1-1/4 inch Water Pipe	2,580	lin.ft.	0.71	1,831.80
1-1/2 inch Water Pipe	1,780	lin.ft.	0.87	1,548.60
2-inch Water Pipe	2,020	lin.ft.	1.05	2,121.00
2-1/2 inch Water Pipe	1,520	lin.ft.	1.45	2,204.00
1-1/2 inch Automatic Control Valves	4	only	33.22	132.88
2-inch Automatic Control Valves	34	only	42.40	1,441.60
2-1/2 inch Master Control Valves	1	only	59.93	59.93
1/2-inch Automatic Drain Valves	44	only	3.33	146.52
1/2-inch Manual Drain Valves	12	only	8.00	96.00
2-inch Gate Valves	1	only	21.15	21.15
2-inch Vacuum Breakers	3	only	24.35	73.05
Shrubbery Sprinkler Heads	70	only	1.50	105.00
Pop-up Sprinkler Heads, Nonrevolving	680	only	3.25	2,210.00
30-Section Automatic Sprinkler Controller	1	only	1,350.92	1,350.92
3/4-inch Galvanized Steel Pipe (Conduits)	90	lin.ft.	2.50	225.00
1-inch Galvanized Steel Pipe (Conduits)	110	lin.ft.	2.60	286.00
1-1/2 inch Galvanized Steel Pipe (Conduits)	40	lin.ft.	2.80	112.00
2-inch Galvanized Steel Pipe (Conduits)	60	lin.ft.	3.00	180.00
Furnishing and Planting Trees	530	only	3.40	1,802.00
Furnishing and Planting Shrubs	3,050	only	2.20	6,710.00
Furnishing and Planting Vines, Bearberry	5,560	only	0.28	1,556.80

Loam Construction	1.60 acre	$1,000.00	$ 1,600.00
Roadside Seeding	12 acre	250.00	3,000.00
Grass Seed, Creeping Red Fescue	390 lb.	0.40	156.00
Grass Seed, Chewing Fescue	390 lb.	0.40	156.00
Grass Seed, Highland Bentgrass	75 lb.	0.50	37.50
Inorganic Fertilizer, 10-16-8	80 cwt.	5.00	400.00
Manure Fertilizer	110 cu.yd.	6.40	704.00
Mulch Material	165 unit	14.00	2,310.00
			$43,342.25
Flagging (57½ of Contractor's Cost)	All Required		50.00
	Subtotal		$43,392.25
	10% Engr. & Cont.		4,338.75
	Total		$47,731.00

Length of Project - - - - - 17.852 Miles

Federal Funds - - - - -

Oregon State Highway Department

Federal Aid
Project No. I-80N-2(24)15

SANDY RIVER - DODSON SECTION OF THE

COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications.
Not as a basis for project agreement.)

Salem, Oregon, January 24, 1962

Type Code Y005
Roadside Improvement (Sta. 517+40 to Sta. 1460+00)

Drainage Excavation, Unclassified	140	cu.yds.	$ 4.00	$ 560.00
Blade Grader	33	hours	17.50	577.50
Tractor and Dozer	44	hours	17.50	770.00
Front End Loader	40	hours	15.00	600.00
Dump Trucks	80	hours	6.50	520.00
Furnishing and Placing Topsoil	160	cu.yds.	3.00	480.00
18-inch Concrete Pipe	8	lin.ft.	5.00	40.00
24-inch Concrete Pipe	150	lin.ft.	7.00	1,050.00
Salvaging and Reinstalling Culvert Pipe	220	lin.ft.	3.50	770.00
Extra for Pipe Under Pavement	140	lin.ft.	4.00	560.00
18-inch Culvert End Sections	3	only	45.00	135.00
24-inch Culvert End Sections	6	only	60.00	360.00
Salvaging and Reinstalling Type 1 Fence	42	rods	4.00	168.00
Preparation of Slopes under Structures	All	Required		250.00
3/4"-0 Crushed Material	20	cu.yds.	6.00	120.00
1/2-inch Water Pipe	770	lin.ft.	0.48	369.60
3/4-inch Water Pipe	4,200	lin.ft.	0.57	2,394.00
1 -inch Water Pipe	3,710	lin.ft.	0.71	2,634.10
1-1/4-inch Water Pipe	2,580	lin.ft.	0.93	2,399.40
1-1/2-inch Water Pipe	1,780	lin.ft.	1.08	1,922.40
2-inch Water Pipe	2,020	lin.ft.	1.40	2,828.00
2-1/2-inch Water Pipe	1,520	lin.ft.	1.70	2,584.00
1-1/2-inch Automatic Control Valves	4	only	30.00	120.00
2-inch Automatic Control Valves	34	only	42.00	1,428.00
2½-inch Master Control Valves	1	only	55.00	55.00
1/2-inch Automatic Drain Valves	44	only	3.50	154.00
1/2-inch Manual Drain Valves	12	only	8.00	96.00
2-inch Gate Valves	1	only	38.00	38.00
2-inch Vacuum Breakers	1	only	20.00	20.00
2½-inch Vacuum Breakers	1	only	25.00	25.00
Shrubbery Sprinkler Heads	70	only	2.00	140.00
Pop-up Sprinkler Heads, Nonrevolving	680	only	3.35	2,278.00
38-Section Automatic Sprinkler Controller	1	only	1,850.00	1,850.00
3/4-inch Galvanized Steel Pipe (Conduits)	90	lin.ft.	1.75	157.50
1-inch Galvanized Steel Pipe (Conduits)	110	lin.ft.	2.00	220.00
1½-inch Galvanized Steel Pipe (Conduits)	40	lin.ft.	2.25	90.00
2-inch Galvanized Steel Pipe (Conduits)	60	lin.ft.	2.50	150.00
Furnishing and Planting Trees	530	only	7.00	3,710.00

Furnishing and Planting Shrubs	3,050 only	$ 4.00	$12,200.00
Furnishing and Planting Vines, Bearberry	5,560 only	0.35	1,946.00
Lawn Construction	1.60 acres	1,400.00	2,240.00
Roadside Seeding	12 acres	300.00	3,600.00
Grass Seed, Creeping Red Fescue	390 lbs.	0.45	175.50
Grass Seed, Chewing Fescue	390 lbs.	0.40	156.00
Grass Seed, Highland Bentgrass	75 lbs.	0.50	37.50
Inorganic Fertilizer, 10-16-8	80 cwt.	5.00	400.00
Manure Fertilizer	110 cu.yds.	5.50	605.00
Mulch Material	165 units	13.00	2,145.00
			$58,128.50
Flagging (57½% of contractor's cost)	All Required		50.00
	Subtotal		$36,178.50
	10% Engr. & Cont.		5,617.50
	Total		$61,796.00

Length of Project 17.852 miles

Federal Funds.	$56,800.00
State Funds.	4,996.00
	$61,796.00

RECEIVED
OCT 17 1963
FOR FILING

6w 75

October 16, 1963

American Surety Co.,
600 Yeon Bldg.,
Portland 4
Oregon

Gentlemen:

Contract #6045 awarded to Solomon Aichele for roadside improvement on the Sandy River-Dodson Section of the Columbia River Highway in Multnomah County was completed on May 16, 1963, and accepted by the Highway Commission on October 14, 1963.

Final payment, in the amount of $1,469.18 will be released to the contractor after October 23, 1963. The total contract amount is $43,756.17. No work was performed under force account.

You have been previously advised that a claim has been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Mr. Solomon Aichele
11360 SE Stevens
Portland 66, Oregon

cc: L. H. Young
C. H. Maison
Attn.: John Herr

RECEIVED
OCT 16 1963
FOR FILING
6045

October 14, 1963

Oregon State Highway Commission

Gentlemen:

Work was completed May 16 on Contract No. 6045. The contract was with Solomon Aichele and was for roadside improvement on the Sandy River-Dodson Section of the Columbia River Highway in Multnomah County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective October 14, 1963, and that you concur in this procedure at the Commission meeting on November 20.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

LPS:ajw bbc

RECEIVED
SEP 26 1963
FOR FILING

477 Cottage Street, N. E.
Salem, Oregon 97301

Mr. Forrest Cooper, State Highway Engr.
Salem, Oregon

September 16, 1963

Original signed by
T. Dec
Eng. Coordinator

T. Dec, Assistant Division Engineer
Salem, Oregon

08-35.4

Oregon Project I-80N-2(24)15
Sandy River-Dodson Section
Landscaping

Reference is made to your notification, dated May 20, 1963, that work had been completed on subject project, to our letter of June 24, 1963 and to Mr. Shaw's reply dated September 9, 1963.

In view of the action which you have taken in correction of the conditions mentioned in our June 24 letter, we are now ready to accept the project, contract work.

This letter should not be construed as constituting final acceptance of the project.

Original To Morgan
cc Young
9-26-63

NOTED
LLOYD P. SHAW

SEP 1963
OFFICE OF
STATE HIGHWAY ENGINEER

FOR FILING

September 9, 1963

Mr. A. M. Parsons
Division Engineer
477 Cottage Street N. E.
Salem, Oregon

Re: Oregon Project I-80S-2(24)15
Sandy River-Dodson Section
Landscaping

Dear Sir:

Reference is made to your letter of June 24 concerning the above subject. As a result, an investigation was made on July 2 by Division Engineer Johnson, District Maintenance Superintendent Johnston, and Landscape Engineer Astrup, which corroborated in part the statements made in your letter regarding bearberry. This subject was discussed with Area Engineer Schwiesow immediately thereafter. We considered this took the place of a written reply which explains the long delay that has ensued.

As a result of the visit, immediate steps were taken to weed planted beds on the project, and the growth of grass on the northeasterly side of the Rooster Rock Interchange was cut. Actually, there are a considerable number of plants growing despite the grass. Blowing sawdust and measures to eliminate the grass entirely by use of a selective herbicide will be made at the proper time. With the exception of the bearberry plants at the Jordon Interchange, the specie has made an excellent growth in other plantings.

Sawdust mulch has always been a problem in the Columbia River Gorge due to excessive winds. On the other hand, it performs a very useful function and at the present time it has formed a crust, is stabilized in most areas on this project, and shows no evidence of blowing.

Bearberry has performed very satisfactorily in the Columbia River Gorge over a number of years. The problem is one

of adequate maintenance, not choice of material. However, we shall give every consideration to your recommendation in the future, and we shall replace the bearberry plants that have died at the Rooster Rock Interchange.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd F. Shaw
Assistant State Highway Engineer

cc Forrest Cooper
A. E. Johnson
F. D. Morgan
M. H. Astrup
W. H. Kosesan
L. H. Young
C. H. Maison

MHA:nf: ajw

RECEIVED
SEP 9 1963
FOR FILING

6045

September 9, 1963

Mr. Solomon Aichele
11360 S.E. Stevens Road
Portland, Oregon

Dear Mr. Aichele:

We are enclosing a billing in the amount of $565.20 for State controlled bearberry plants furnished by H.L. Fearey Nursery Co. in connection with your work under State Contract No. 6045, Sandy River-Dodson Section Roadside Improvement Project.

The above amount should have been withheld from progress estimate payments but was inadvertently omitted. Will you please send us your check to cover it. If this is not convenient we will revise the final payment by reduction of the $565.20

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBFjes
cc: C. H. Maison
N. H. Astrup

RECEIVED
JUL 1 - 1963
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon

June 24, 1963

Mr. Forrest Cooper, State Highway Engr.
Salem, Oregon

ATTENTION: Mr. Mark Astrup

A. W. Parsons, Division Engineer
Salem, Oregon

Original signed by
A. W. Parsons
Div. Engineer

Oregon Project I-80N-2(24)15
Sandy River-Dodson Section
Landscaping

When final inspection of subject project was made, some adverse conditions were noted. Prompt maintenance attention is indicated in the case of the planted vines, Arcto staphylos ura-ursi (Bearberry). Sawdust mulch, under the influence of the high winds experienced in the Coumbia Gorge, has drifted to such an extent that the vines planted at the westerly end of the Jordan Interchange Structure have been buried. At the Rooster Rock Interchange these vines have not grown well and on the embankment, north side of the main highway, a lush growth of grass, about knee high, threatens to choke out those vines that managed to survive the wind-blown sawdust mulch.

It appears therefore that the planting of Bearberry in the Columbia Gorge, particularly in areas unduly exposed to high wind velocities, is of questionable utility. Full consideration of this unfavorable condition should be given if and when the planting of vines is contemplated on future projects in this vicinity.

original To Astrup
cc Young
Morgan
7-1-63

NOTED
LLOYD P. SHAW

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report #64

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 25, 1963

Section Sandy River - Dodson
Highway Columbia River County Multnomah
Contractor Solomon Aichele
Date of contract Mar. 2, 1962
Date work started Mar. 7, 1962
Project authorization $48,816.28
Exclusive of engineering $45,344.90
Engineering authorization $3,471.38
Engineering cost to date $3,901.97, 112.4 %

Kind of work Roadside Improvement
Section prefix 626-1073
Contract number 6045
Specified work days 135
Work days used 85
Per cent of time elapsed 63 %

Estimated cost of completed project, exclusive of engineering . . . $44,321.57
Estimated per cent overrun or underrun . . . -8.09 %
Per cent of contract completed, based on estimated cost . . . 100 %
Date project was completed May 16, 1963

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES (Sprinklers)	BASE (Planting)	OIL AND/OR PAVE.	MAT'L PROD.
	100	100	100	100		

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Mr. Wm. Schweisow, USBPR Area Inspector, over job Friday, 24th.

Semi-final estimate submitted to Division Office Friday, 24th.

This is the final weekly report on this project.

NOTED
JOHN R. OAKES

RECEIVED
MAY 27 1963

Signed M. M. Stump
M. M. Stump, Res. Eng'r.
Address PO Box 346, Troutdale,

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed	TOPSOIL				
Total estimated quantities (contract)	160 CY				
Total quantities corrected to date	155				
Estimated quantities moved or placed to date	155				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					
Men					
Supervision					
Men and trucks under 3 tons					
Men and trucks over 3 tons					
Men and tractors					

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Compaction rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	Fair		
Wednesday	Olcast		
Thursday	Fair		
Friday	Ptly. Cloudy		
Saturday			

RECEIVED
DEC 14 1962
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

LLOYD QUERY, SECRETARY
SALEM

I 30N-2(24)15
6045

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

December 11, 1962

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a claim letter for filing in the amount of $192.30, received from H. L. Pearcy Nursery Co., stating that Solomon Aichele owes them $192.30 for plants. This appears to be in connection with State Highway Contract No. 6045 with Solomon Aichele for roadside improvement on the Sandy River-Dodson Section of the Columbia River Highway in Multnomah County.

The American Surety Company, through their Portland Office, 600 Yeon Building, Portland 4, furnished the performance bond.

Please acknowledge receipt of this claim letter on the enclosed copy of this letter.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

NOTED
C. W. HEAD

File #3987

FILED
DEC 12 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
DEC 12 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
DEC 13 1962
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

RECEIVED
DEC 12 1962
FOR FILING
6045

December 11, 1962

H. L. Pearcy Nursery Co.
Rt. 2, Box 97
Salem, Oregon

Attention: Ms. Martha Jane Pearcy

Dear Ms. Pearcy:

This is to acknowledge receipt of your claim letter of December 7 stating that Solomon Aichele owes you for plants in the amount of $192.30. You advise that these were used in planting on the Sandy River-Dodson Section of the Columbia River Highway in Multnomah County, State Highway Contract No. 6045.

Our Construction Division informs us that this contract is approximately 91 percent complete, and the estimated completion date is May, 1963.

The American Surety Company, through their Portland Office, 600 Yeon Building, Portland 4, furnished the performance bond, which is given to assure completion of the contract and payment of all bills incurred in it.

The State does not make payment of claims but looks to the prime contractor and the surety for such payment.

So that there will be no misinterpretation of the law, we are forwarding your claim letter to the Secretary of State for filing. In the meantime, this information will be noted in our records and we will advise the surety and the contractor of the filing.

Yours very truly,

CWH:fp

Secretary
OREGON STATE HIGHWAY COMMISSION

Noted on Card F.P

December 11, 1962

American Surety Company
Portland Office
600 Yeon Building
Portland 4, Oregon

Gentlemen:

A claim letter, dated December 7, 1962, has been received from H. L. Pearcy Nursery Co., advising that Solomon Aichele owes them $192.30 for plants. This appears to be in connection with State Highway Contract No. 6045 with Solomon Aichele for roadside improvement on the Sandy River-Dodson Section of the Columbia River Highway in Multnomah County.

This claim letter has been forwarded to the Secretary of State for filing. Attached is a copy of it.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
CC:
Solomon Aichele
11360 S. E. Stevens
Portland 66, Oregon

Commissioners

CWH:fp

(Noted on card F.P.)

BARCELONA and
ROYAL FILBERT TREES

CAMELLIAS
RHODODENDRONS
OTHER BROADLEAFS
AND CONIFERS

H. L. PEARCY NURSERY CO.

WHOLESALE AND RETAIL

Telephone EMpire 4-1916
ROUTE 2, BOX 97 • SALEM, OREGON

December 7, 1962

Floyd A. Query
State Highway Dept.
Salem, Oregon

Dear Mr. Query:

On April 10 and April 18, 1962, we furnished Mr. Solomon Aichele with a total of 5,050 Arctostaphylos uva-ursi plants under the terms of Purchase Order #96043 for use in planting on the Sandy River-Dodson Roadside Improvement project, contract #6045.

Our invoice #3710 to the State Highway Department, dated April 18, 1962, in the amount of $757.50 was returned to us for correction as a result of a discrepancy in the number of plants which were actually counted on the job. Only 3,768 were planted at the job site. We issued a corrected invoice #3744 for this amount and were paid by the State the amount of $565.20 on May 18, 1962; we were instructed to bill Mr. Aichele for the balance of 1,282 plants directly which we did and which have never been paid for to date.

We have signed receipts by Mr. Aichele's driver that the full amount of 5,050 plants were received. Mr. E. A. Meola made photostatic copies of these receipts. We wish to place a lien against this job in the amount of $192.30. It is our understanding that this job has not yet been finally approved as completed according to contract terms.

Sincerely yours,

H. L. PEARCY NURSERY CO.

by Martha Jane Pearcy

NOTED
FLOYD QUERY

RECEIVED
DEC 10 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 22 1962
FOR FILING
6045

June 20, 1962

E. P. Baltz & Son
9617 East Burnside
Portland 16, Oregon

Attention: Tom Baltz

Gentlemen:

Reference is made to your letter of May 31 by which you informed us that certain nonspecification materials were being incorporated into state highway roadside improvement projects.

After receiving your letter, a thorough investigation check was made on the two projects mentioned. The signs on the Sandy River-Jodson job had been removed and we were unable to determine anything in relation to them. On the other project we wish to assure you that this Department will not accept any work or permit the use of any methods that do not agree with contract specifications or approved changes. There are, on occasions, times during the progress of certain projects when it may be felt that certain materials and results are not those specified, however, before payment is made and before work is accepted, any substandard or nonspecification material must be removed or replaced. Should you wish, you are invited to inspect this project in detail at the time it is complete and accepted by this Department and if, at that time, you feel any of the plantings do not meet the job specifications we will be glad to discuss the situation with you.

We thank you for bringing this matter to our attention and hope that you will see fit in the future to submit bids for such work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Assistant State Highway Engineer

RLPrajw
cc Forrest Cooper
F. E. Morgan
Mark Astrup

RECEIVED
JUN 20 1962
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon

June 18, 1962

E. P. Baltz & Son
9817 E. Burnside Street,
Portland 16, Oregon

Dear Sirs:

Your letter of May 31, 1962 commented on the quality of the planting placed on the 19th Avenue-Tigard Interchange roadside improvement project.

A joint inspection of this project was made on June 6th with representatives of the State Highway Department. This inspection revealed that some of the plantings were not of the size specified under the contract, or covered by authorized changes.

This project has not been completed as far as our records indicate. You may rest assured that prior to final acceptance by this office all items will meet the required specifications, or shall be covered by authorized changes.

The project identification signs had been removed from the project on the "Sandy River-Dodson Section" of Interstate Route 30 Roadside improvement before a detailed inspection could be made by persons from this office.

We appreciate your concern and thank you for your letter.

Very truly yours,

A. W. Parsons
Division Engineer

RECEIVED
JUN 19 1962
OFFICE OF
STATE HIGHWAY ENGINEER
R. L. N.

FORM E-30X—50M—6-61—38682

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 12, 1962

To: F. D. Morgan
Construction Engineer

HIGHWAY BUILDING

SUBJECT: Inferior materials on landscape project, 19th Ave.-Tigard Interchange, Tom Balts's letter of May 31 to Forrest Cooper

Assignment No. 7M

An investigation of the charges of inferior materials made by Mr. Tom Baltz in his letter to Mr. Cooper on May 31 was investigated on Thursday, June 7, accompanied by Assistant Metropolitan engineers Benedict and Rear, Resident Engineer Maltby, Gordon Brooks and Glen Hosner, Bureau of Public Road engineers, and Assistant Landscape Engineer Meola.

As the complaint did not mention any specific plants, a detailed check of the whole project was made. The following discrepancies were noted:

Bechtel's Prairie Crabapple, 5-6 foot branchspecified; 4-5 foot furnished.

Common Laurelcherry (English laurel), 4-5 foot specified; 2-3 foot furnished.

Double Bridalwreath Spirea, 3-4 foot specified; 2-3 foot furnished.

Pyramidal Eastern Arborvitae, 4-5 foot specified; 3-3½ foot furnished.

Pacific Waxmyrtle, 24-30 inches specified; 2-5 foot furnished.

Shore Pines, 30-36 inches specified; 30-36 inches furnished, but probably both this item and the Pacific Waxmyrtle are collected stock, not permitted by the contract.

In addition, it was determined that the specifications for cultivation, grading and seeding on the area southerly of the A-line opposite Station 333 to 340, plus or minus, of the Freeway had not had surface rock removed as specified in the contract. It was further determined that the sub-contractor

had installed an indoor type fuse box and connection and had not furnished the cover required for the valve box.

A second meeting with the contractor, Mr. Solomon Aichele was arranged for June 11, and was attended by Assistant Metropolitan Engineer Benedict, Resident Engineer Maltby, Bureau Engineer Brooks, Assistant Landscape Engineer Meola, and myself.

All of the above listed discrepancies were called to Mr. Aichele's attention. His only defense was that he had ordered the sizes and material specified in the contract, the suppliers had not furnished them and he had not checked adequately on receipt of the orders. He further stated his willingness to make whatever adjustments were deemed equitable. He volunteered to replace all of the Bechtel's Crabapple in the size specified by the contract as soon as they could be moved this fall. He agreed to a price agreement on the English Laurel, Spirea and Arborvitae, reducing his contract price for furnishing and planting trees and shrubs by the difference in the wholesale price between the grade specified and the grade actually furnished. He agreed to furnish us the names of the suppliers of the Shore Pine and the Pacific Waxmyrtle so that we could investigate further their source. He agreed to remove the surface rocks from the seeded area at once, stating he had intended to do so under his planting establishment period, and that the condition of the ground had prevented him from removing the oversized stones at the time the area was graded.

He stated he would have the electrical sub-contractor remove the existing fuse box, install and replace it with the specified materials. He stated that he had the cover for the control box and would install it at once.

In view of the fact that the project was previously inspected jointly by representatives of the Bureau of Public Roads, the Division office and the Landscape Engineer, it is believed the action taken protects the interest of the public and the Department. On those materials where losses occur, replacements of the size specified in the contract will be required. The plant losses on this job are relatively heavy and are probably due to excessive moisture conditions due to the prolonged and heavy rain so early this spring.

It was not possible to verify that the contractors identification signs on the Sandy River-Dodson Section, Interstate 80-N did not meet specifications as the signs had been removed. The wording of these signs was previously checked on a visit to the project by the writer, Assistant Division Engineer Hunter and Resident Engineer Keasey, and were found to comply with the contract specifications.

Steps are being taken immediately to request Division Engineers having roadside improvement contracts under their jurisdiction to notify the contractor that inspection of all plant materials obtained in Oregon would be made at the nursery for acceptance as to size and grade. Additional inspection will be made of the plants prior to planting. These measures should eliminate any possibility of any contractor furnishing plant materials which do not meet the contract specifications.

Mark H. Astrup
State Parks Superintendent

Porter ✓

MHA:ejd

FORM E-123-X 80M 6-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

Troutdale
June 5, 1962

Sandy River - Sutton Section
Roadside Improvement
Columbia River Highway
Contract 6045 F.P.F. 6.6-1073

Mr. Clinton Michele

Michele Landscaping
11360 S.E. Stevens
Portland, Oregon

Dear Mr. Michele:

Since all planting work on the subject contract was completed yesterday, June 4, 1962, with the exception of replacing the scarce pine (Pinus contorta) which have been rejected and which will be replaced during the fall planting season, the 60-day establishment period specified in the special provisions for this contract shall begin as of yesterday, June 4, and shall expire on August 3, 1962.

At that time, please arrange to meet with us on a joint inspection of all planting on this project to determine the replacement planting necessary.

The establishment period for the shore pine will extend for 60 days from the time that replacement of these trees is made this fall.

C. T. Kenney
Assistant Engineer

R. Porter —

NOTED
R. L. PORTER

JUN 6 1962

FORM E-30 SOM 11-61 40250

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 1, 1962

To: F. D. Morgan
Construction Engineer

HIGHWAY BUILDING

SUBJECT: Sandy River-Dodson Interchange
Roadside Improvement, Contract
#6045, Project ~~U-318(9)~~ 80N-2(24)

On April 10, E. A. Meola, Assistant Landscape Engineer, and Don Shuler, Landscape Architect assigned to assist in the inspection of the subject job, visited the project and found that almost all of the shore pine had been planted. They appeared to be collected stock, which is prohibited by the Standard Specifications which state, "Unless otherwise set forth in the special provisions or indicated on the plans, all plants shall be nursery-grown." There are no exceptions on this project. Nursery-grown stock was required. It was also found that the size of the root ball was less than that specified in "American Standards from nursery stock" specifications.

Upon inquiry of the contractor it was learned that the plants were supplied by Staab Nursery. After discussion with Resident Engineer Keasey, Staab's Nursery was visited and it was confirmed that the shore pine was collected stock originating in Coos County. The contractor had failed to notify the Engineer that plants were ready for inspection prior to or after delivery to the project as required in Section 2.52.6 of the "Standard Specifications." Therefore, no inspection of the plants was made on the job prior to planting.

As a result of this investigation the attached letter (Enclosure 1) was forwarded to Division Engineer Johnson. By letter received in this office April 20, Resident Engineer Keasey notified the contractor, Solomon Aichele (Enclosure 2) that the shore pine was unacceptable and ordered the contractor to remove the trees and replace them with trees meeting the contract specifications.

Mr. Tom Baltz called this office on May 24, making the same charges as listed in the memorandum of District Engineer

T. Dec, dated 24 May. Accordingly, I made arrangements with Division Engineer Johnson to go over the project on Friday, May 25. This inspection was made by Division Engineer A. E. Johnson, Assistant Division Engineer Hunter, Resident Engineer Keasey, and myself. It was agreed at that time that the shore pine planted on the project did not comply with contract specifications and should be removed. In addition, I agreed to verify that nursery grown stock of shore pine was available at the time the contractor planted the collected stock and that they were still available.

The availability of nursery-grown shore pine was verified and photographs of the collected stock and nursery grown stock to show the difference in quality were taken and submitted to Division Engineer Johnson in my letter of May 29 (Enclosure 3).

It is my recommendation that the contractor remove the shore pine planted on the subject project and replace them this fall with plants meeting the contract specifications. To preclude an occurrence of this nature steps will be taken on all future planting contracts to make initial inspection of plants used by the contractor, at the nursery.

Mark H. Astrup

Mark H. Astrup
State Parks Superintendent

MHA:jd

cc -A. E. Johnson

Don Shuler

attachments -3

E. P. BALTZ & SON

9817 E. Burnside Street
PORTLAND 16, OREGON

ALpine 4-6593

May 31, 1962

PLEASE RETURN TO
R. L. PORTER

Mr. Forrest Cooper
Highway Engineer
Oregon State Highway Dept.,
Salem, Oregon

Dear Sir;

We are landscape contractors, and we bid on all landscape work put out for bids by your department.

Recently we bid on the "19th. Avenue—Tigard Interchange job". We were not the successfull bidder, but the only other bidder.

This letter comes to you, not as a complaint, but, as a request to satisfy my questions in regard to the material used on the above mentioned job.

In checking the finished job with our 'take-offs' I have noticed that some of the plants on the job are not of the size and standard called for on the bid. I would like to know the reason the job was not done as called for on the bid.

Also, it appears to me that the contractors identification signs on the "Sandy River—Dodson Section" highway 30, do not meet specifications.

I am not concerned because I was not the successfull bidder. I am concerned that the low bidder is not meeting specifications.

I would greatly appreciate a reply on the above mention items. Thank you,

Sincerely,

E. P. Baltz & Son

Leon Baltz

Porter

RECEIVED
JUN - 4 1962
OREGON
STATE HIGHWAY COMMISSION

BUREAU OF PUBLIC ROADS

WDMorse

THE FILES

May 24, 1962

T. Ring, District Engineer
Salem, Oregon

Oregon Project S-318(9), Roadside Improvement

Subsequent to the May 23, 1962 bid opening on which Coleman Alcholo appeared to be the successful low bidder at about 12% under the engineer's estimate on the subject project, two people who apparently represented unsuccessful bidders called this office by phone to protest.

A Mr. Noble of E. F. Noble and Sons maintained that the only reason Alcholo was low is that he does not meet specifications pertaining. He cited the use of "emulsion" plants as reported in intermediate construction report No. 2 on Project I-5(24)15. Apparently he was not aware that State Headquarters' specialists have recommended that such plants be employed. He also indicated that the construction identification signs did not meet requirements.

A Mr. Ring also called to complain. He indicated that landscape technicians no longer have any authority over contract work. Apparently he was referring to an OBHD form letter dated February 9, 1962, requesting remedial measures on roadside improvement and other projects. Admittedly, if someone would read the letter without knowing the background, it might be so construed. However, the letter was issued so that resident engineers would not rely entirely on the headquarters office for inspection of such work. The last sentence of the letter appears to clearly indicate that specialists still retain responsibility which is confirmed by their action on Project I-5(24)15.

Attachment

cc: BJ McHarry, Region
State Highway Dept.

Porter ?

Salem, Oregon
April 12, 1962

Enc. 1.

Sandy River-Dodson Interchange
Roadside Improvement
Contract #6945, FAP# I-80S-2(24)15

A. E. Johnson, Division Engineer
P.O. Box 1699 Sellwood Station
Portland 2, Oregon

We have been informed by the Nursery supplier to the contractor that the Pinus contorta (Shore Pine) planted on the subject project were collected stock out of Coos County. The "Standard Specifications" Sec. 2.52.3(e), does not permit the use of collected nursery stock unless definitely called for, either on the plans or in the specifications. On this project, nursery-grown stock was required.

The contractor failed to notify the engineer that the plants were ready for inspection prior to or after delivery to the project as required in Sec. 2.52.6 of the "Standard Specifications".

On April 10th a field trip by Mr. Nicola discovered that all of those trees with the exception of about 15 had already been planted and those not planted did not meet either the specifications for nursery-grown stock or for collected stock as specified in "American Standard for Nursery Stock", which for conifers of 2'-3' size require a ball with a minimum diameter of approximately 14" and a depth of approximately 3/4 of the diameter. Therefore, it is recommended that those plants not be accepted and payment be withheld until replacements are made with specified nursery-grown stock, meeting our "Highway Standard Specifications", as well as the "American Standard Nursery Stock" specifications.

It has been reported that the nursery supplier intends to furnish Oregongrape in a larger size than specified and the size specified is not available in the trade. A check of the local nurseries revealed that both the Shore Pine and Oregongrape are available in the trade in the sizes specified, and therefore the contractor should adhere to the specifications.

Mark H. Astrup
State Parks Superintendent

:AMslg

FORM E-123-A 50M 6-51

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
[redacted]
Troutdale

Sandy-River-Dodson Section
Roadside Improvement
Columbia River Highway
Contr. #6045, Prof. 626-1073

Solomon Mihele
11360 S.E. Stevens
Portland, Oregon

I have a copy of a letter from Mr. Mark H. Astrup, State Parks Supt., in which he advises that the Pinus contorta (shore pine) planted on the subject project were collected stock obtained from Coos County by your supplier. Since the special provisions on this project do not specifically permit the use of collected stock, these trees do not meet the specifications.

In addition, Mr. E.A. Neals inspected some of these trees which had not been planted on April 10 and found that the root ball size did not conform to the specifications either for nursery grown stock or for collected stock as set forth in "American Standard for Nursery Stock", which, according to Mr. Astrup's letter, require a ball with a minimum diameter of 14 inches and a depth of approximately 3/4 of the diameter for conifers of 2'-3' of height.

Based on the recommendation of Mr. Astrup, these plants (shore pine) cannot be accepted for this project. You are hereby ordered to remove these trees and to replace them with trees meeting the specifications set forth in the Special Provisions for this project, the Standard Specifications and the "American Standard for Nursery Stock".

C.T. Kenney,
Resident Engineer

cc: A.A. Johnson
F.D. Morgan (2)
Mark Astrup

DEPARTMENT
STATE PARKS
RECEIVED

NOTED
G. W. WHARTON

G. W. [illegible]

RECEIVED
APR 6 1962
FOR FILING

April 5, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering the State's share of flagging costs on the Sandy River-Dodson (Roadside Improvement) Section of the Columbia River Highway in Multnomah County, Contract No. 6045, in connection with Federal Aid Project No. I-80N-2(24)15.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DHP:mmb

FORM CD-121 (9-20-39)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. NE
Salem, Oregon

TO : Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: March 2, 1962

6045

FROM : C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

MAR 6 1962

SUBJECT: Oregon Project I-80N-2(24)15

This is to advise of our prior concurrence as of this date in award of Contract No. 6045 for Oregon Project I-80N-2(24)15, Sandy River-Dodson Section, Columbia River Highway (Roadside Improvement), to Solomon Aichele of Portland, Oregon, low bidder in the amount of $43,342.25 at the February 28, 1962 bid opening.

cc: Region
Washington

RECEIVED
MAR 5 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

RECEIVED
MAR 5 1962
HIGHWAY PLANNING

M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

6045 —

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER

G. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

March 2, 1962

Solomon Michele
11360 S. W. Stevens Road
Portland 66, Oregon

Gentlemen:

The State Highway Commission on March 2, 1962 awarded to you State Highway Contract No. 6045 for the following project:

Roadside improvement on the Sandy River-Sodom Section of the Columbia River Highway in Multnomah County.

This award was based on your bid of $41,662.25 which was the low bid submitted to the Commission on February 28, 1962 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant
Parks Dept.
Attn: Alfred Shirley

RECEIVED
FEB 13 1962

FORM CD-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

FOR FILING
I-5(N-2(24)15
6045

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: February 6, 1962

FROM : C. G. Polk, Division Engineer
08-35.1 Salem, Oregon

SUBJECT: Oregon Project I-80N-2(24)15
Sandy River-Dodson Section, Columbia River Highway
Roadside Improvement

We have today approved the P. S. and E. documents for subject project.

Our approval is contingent upon modification of the special provisions concerning establishment period for planted materials to conform to that previously discussed with this office.

This is to authorize your advertising for bids.

FEB 9 1962
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

Copy To Young 2-9-62

U-322(5) West Salem Sec., Willamina- Salem Hwy. (Grad., Pav., Struct. & Sign.) 1962

#6046 [redacted]

RR-570
C+R 2390

RECEIVED
MAR 15 1966
FOR FILING

U-3[illegible](5)

6046

March 14, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of reclaim voucher No. 10 for the following Federal Aid construction project:

U-32[illegible](5) West Salem Section $ 727.56

This reclaim is being submitted to claim the deduction made for the alleged overpayment to the contractor of $1,138.07 on bid item No. 59. In checking the construction files we find that the settlement with the contractor was not made on the basis of the State's letter of July 25, 1962; but that the steel supplier , Isaacson Iron Works submitted a revised claim dated August 27, 1962. This revised claim was then used with modifications as the basis for Price Agreement No. 5.

The State's letter of July 25, 1962 which is the basis for the alleged overpayment lists a net decrease in structural steel of 7015 lbs. on bid item No. 59. The final settlement reached shows that rather then a decrease in Item 59 there was a net increase of 5,636 lbs. Therefore we do not consider this an overpayment to the contractor and protest the deduction of $1,138.07 for this project.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CL:ed

STATE COPY

Monthly transaction number	Form R-2A (5-[illegible]-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State: Oregon
(illegible)4-70	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT	County: Polk
Project report number: 10 (6046)		Project number: U-322(5)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on August 13, 1962, is hereby modified as follows:

Revised estimated total cost of project $ 1,716,672.38

Revised Federal funds $ 1,061,447.56

Other revisions Pro Rata: 63.93 %

None

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 19 day of April, 19 63.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By W. H. Klabo

Assistant State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX A. W. Parsons
Division Engineer

By: L. R. Backlund
L. R. Backlund, Administrative Mgr.

USComm-DC 11170

Contract 6046

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSMITTAL NO.

RECEIVED
7-26-1962

PROJECT REPORT NO.
FOR FILING

FORM PR-2 (REV. 6-61)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

7-18-62

STATE
Oregon

COUNTY
Polk

PROJECT NO.
F-325(5)

6046

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

SR 22 0.2 Mi. W. to West Salem Urban Bdy.

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	2-6-62	0.170
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 154,193.00	$ 97,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By _____

ASSISTANT State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

XX A. W. Parsons
(Division Engineer)

By: L. R. Backlund
Administrative Manager

Date executed by Division Engineer July 18, 1962

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

Oregon State Highway Department

Federal Aid
Project No. F-325(5)

WEST SALEM SECTION OF THE

WILLAMINA-SALEM HIGHWAY IN POLK COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 5, 1962

Type Code 6202
Roadway (Sta. 1273+00 to Sta. 1282+00)(Contract 6046)

Clearing and Grubbing	All Required (25%)			$ 37,500.00
Drainage Excavation Unclassified	200	cu.yds.	2.00	400.00
Embankment in Place	54,300	cu.yds.	0.50	27,150.00
Finishing Roadbed and Slopes	All Required (25%)			750.00
Rounding Cutbanks	250	lin.ft.	0.20	50.00
12-inch Concrete Pipe	315	lin.ft.	2.00	630.00
36-inch Concrete Pipe	340	lin.ft.	10.50	3,570.00
8-inch Sewer Pipe	45	lin.ft.	2.00	90.00
12-inch Sewer Pipe	500	lin.ft.	3.00	1,500.00
18-inch Sewer Pipe	600	lin.ft.	4.50	2,700.00
6-inch Perforated Metal Drain Pipe	320	lin.ft.	1.75	560.00
Special Backfill in Drains	240	cu.yds.	5.00	1,200.00
1½-inch Electrical Conduit	300	lin.ft.	1.25	375.00
Concrete Inlets, Type "G"	2	only	125.00	250.00
Concrete Inlets, Type "P"	1	only	150.00	150.00
Concrete Manholes	1	only	250.00	250.00
Concrete Curbs	45	cu.yds.	50.00	2,250.00
Concrete in Islands	2	cu.yds.	50.00	100.00
Metal Guard Rail	1,050	lin.ft.	2.30	2,415.00
Metal Median Barrier	775	lin.ft.	4.00	3,100.00
Guide Posts, W-1	5	only	6.00	30.00
Guide Posts, Y-2	25	only	7.00	175.00
Guide Posts, Y-3	1	only	7.50	7.50
Coarse Crushed Material in Base	6,300	tons	1.85	11,655.00
3/4" - 0 Material in Base	2,200	tons	2.10	4,620.00
Sprinkling	160	M-Gal.	3.50	560.00
SS-1 Asphalt in Sprinkling	2,500	Gal.	0.25	625.00
Preparation of Base	All Required (25%)			625.00
3/4" - 0 Material in Binder Course	100	cu.yds.	4.15	415.00
RC-250 Asphalt	15	tons	62.00	930.00
Class "F" Asphaltic Concrete	2,700	tons	6.25	16,875.00
Asphaltic Concrete Traffic Markers, Type "I"	700	lin.ft.	1.00	700.00
Rip-Type Retaining Wall, Sta. 1276+20 to 1279+00	All Required			7,500.00
Removal of Existing Sign Installation	All Required (10%)			10.00
Overhead Sign Structure	All Required (21%)			4,164.09

Wood Sign Posts	All Required (5%)		$ 553.50
Type "C", "D" and "E" Signs in Place	129 sq.ft.	3.25	419.25
Type "G" Signs in Place	5 sq.ft.	3.30	16.50
Type "F" Signs in Place	95 sq.ft.	0.00	0.00
Type "A" Signs in Place	144 sq.ft.	6.95	1,000.80
			$ 135,871.64
Flagging (57½% of Contractor's Cost)	All Required (20%)		$ 2,000.00
Seeding and Mulching	All Required		100.00
Signs (Temporary)	All Required (20%)		100.00
			$ 2,200.00

Utilities

Salem Electric Co.	All Required	$ 630.00
Hurms Water System	All Required	1,473.86
		$ 2,103.86
Subtotal		$ 140,175.50
10% Engr. & Cont.		14,017.50
Total		$ 154,193.00

Length of Roadway- - - - - - - - - - - - - - - - -0.170 miles
Cost of Roadway per mile - - - - - - - - - - - -$907,017.64

Federal Funds- -	$ 97,000.00
State Funds- -	57,193.00
	$ 154,193.00

State Funds for Const: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds for Maint: Chap. 529, Laws 1939.

WEST SALEM SECTION

PROJECT NO. F-325(5)

Estimated cost of work by the Harms Water System:

Labor	$ 1,496.22
Material	2,325.00
Equipment	515.20
Overhead	650.46
	$ 4,986.88

Based on length State Share:
(600/1660) 36.1% $ 1,800.26

Roosevelt Ave.

Labor	$ 83.17
Material	28.00
Equipment	32.20
Overhead	21.51
	$ 164.88

		Item Sum Total	$ 1,965.14
F-325(5)	450'/600'=75%	Use	$ 1,473.86
U-322(5)	150'/600'=25%	Use	$ 491.28

Estimated cost of work by the Salem Electric Co:

Sta. 1280+50

Labor	$ 119.65
Equipment	62.50
Transportation	11.97
Taxes, Ins., etc.	23.93
	$ 218.05

Sta. 1280+00 to Sta. 1280+50

Taxes, Ins., etc.	$ 19.14
Labor	97.72
Equipment	50.00
Transportation	9.57
	$ 176.43

Estimated cost of work by the Salem Electric Co. (cont'd)

Sta. 1280+00, Sta. 1278+00 and Sta. 1268+00

Labor - - - - - - - - - - - - - - - -		$ 330.39
(F-325(5)	Sta. 1278 and Sta. 1280	$ 235.99)
(U-322(5)	Sta. 1268 - - - - - - - -	$ 94.40)
F 325(5) Total		$ 630.47

Oregon State Highway Department

Federal Aid
Project No. F-325(5)

WEST SALEM SECTION OF THE

WILLAMINA-SALEM HIGHWAY IN POLK COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, February 2, 1962

Type Code 6202
Roadway (Sta. 1273+00 to Sta. 1282+00)

Clearing and Grubbing	All Required (25%)			$ 5,000.00
Drainage Excavation, Unclassified	200	cu.yds.	$ 3.00	600.00
Embankment in Place	54,300	cu.yds.	0.65	35,295.00
Finishing Roadbed and Slopes	All Required (25%)			625.00
Rounding Cutbanks	250	~~cu.yds.~~ lin.ft.	0.20	50.00
12-inch Concrete Pipe	315	lin.ft.	2.50	787.50
36-inch Concrete Pipe	340	lin.ft.	10.00	3,400.00
8-inch Sewer Pipe	45	lin.ft.	2.50	112.50
12-inch Sewer Pipe	500	lin.ft.	3.00	1,500.00
18-inch Sewer Pipe	600	lin.ft.	4.00	2,400.00
6-inch Perforated Metal Drain Pipe	320	lin.ft.	2.00	640.00
Special Backfill in Drains	240	cu.yds.	6.00	1,440.00
1½-inch Electrical Conduit	300	lin.ft.	2.00	600.00
Concrete Inlets, Type "C"	2	only	100.00	200.00
Concrete Inlets, Type "D"	1	only	90.00	90.00
Concrete Manholes	1	only	350.00	350.00
Concrete Curbs	45	cu.yds.	40.00	1,800.00
Concrete in Islands	2	cu.yds.	40.00	80.00
Metal Guard Rail	1,050	lin.ft.	2.50	2,625.00
Metal Median Barrier	775	lin.ft.	3.75	2,906.25
Guide Posts, Y-1	5	only	6.75	33.75
Guide Posts, Y-2	25	only	7.50	187.50
Guide Posts, Y-3	1	only	8.00	8.00
Coarse Crushed Material in Base	6,300	tons	1.60	10,080.00
3/4" - 0 Material in Base	2,200	tons	1.70	3,740.00
Sprinkling	160	M-gals.	2.50	400.00
SS-1 Asphalt in Sprinkling	2,500	gals.	0.25	625.00
Preparation of Base	All Required (25%)			150.00
3/4" - 0 Material in Binder Course	100	cu.yds.	4.00	400.00
RC-250 Asphalt	15	tons	40.00	600.00
Class "B" Asphaltic Concrete	2,700	tons	6.25	16,875.00
Asphaltic Concrete Traffic Markers, Type L	700	lin.ft.	1.00	700.00
Bin-Type Retaining Wall, Sta. 1276+20 to 1279+00	All Required			9,000.00
Removal of Existing Sign Installation	All Required (10%)			40.00
Overhead Sign Structure	All Required (21%)			2,971.50
Wood Sign Posts	All Required (54%)			432.00

Type "C", "D" and "R" Signs in Place	129 sq.ft.	$ 4.00	$ 516.00
Type "E" Signs in Place	5 sq.ft.	4.50	22.50
Type "K" Signs in Place	95 sq.ft.	5.50	522.50
Type "A" Signs in Place	144 sq.ft.	7.50	1,080.00
			$108,885.00
Flagging (57½% of Contractor's Cost)	All Required (20%)		$ 2,000.00
Seeding and Mulching	All Required		100.00
Signs (Temporary)	All Required (20%)		100.00
			$ 2,200.00
Utilities			
Pacific NW Bell Telephone Co.	All Required		$ 350.00
Salem Electric Co.	All Required		800.00
Harms Water System (EWO)	All Required		2,700.00
			$ 3,850.00
	Subtotal		$114,935.00
	10% Engr. & Cont.		11,493.00
	Total		$126,428.00

Length of Roadway - - - - - - - - - - - - 0.170 Miles
Cost of Roadway Per Mile - - - - - - - $743,694.11

Federal Funds -	$ 79,000.00
State Funds -	47,428.00
	$126,428.00

FORM S-123X 50M 12-62

RECEIVED
NOV 1 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
VASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

6046

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

October 26, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Underpayment of Wages
West Salem Project
Contract #6046
N. Jefferson-N. Albany
Contract #6216

Dear Mr. Parsons:

Your letter of July 23, 1964, requested certain information in regard to the two aforementioned projects. You specifically wished to know the status of our investigation in regard to the wage compliance discrepancies in the payroll of H. P. Reid Trucking Company. This investigation was completed on August 28, 1964, and at that time Mr. John Girvin, of your office, was contacted and concurred with this office that our investigation was satisfactory to the Bureau and could be concluded.

The purpose of this correspondence is to officially answer the queries raised in your letter.

The apparent discrepancies in the hours reported by Parkhurst as opposed to those listed by Mrs. Lavon Curl, and as compared in your attachment to the letter of July 23, 1964, are not, in fact, irreconcilable. We have examined Mrs. Curl's books and the records of Mr. Parkhurst. In all cases, the hours claimed by each do, in fact, agree. On Parkhurst's signed statement he excluded all hours for which he had been properly paid; this includes the dates of May 22, 23, 24, 27, and August 8, 1964. These dates were all worked on the West Salem Overpass project doing extra hauling for Slate-Hall Construction Company, and are the only dates which were within the provisions of the wage compliance sections of the federal and state contracts. All other hours on both of the contracts in question were performed in connection with an exempt supply operation.

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OREGON
STATE HIGHWAY DEPT.

NOTED
LLOYD P. SHAW

Specifically, M. P. Reid Trucks were hired by River Bend Sand and Gravel to haul from their source of supply to a stockpile site on the project at West Salem. Salem Road and Driveway had a subcontract with Slate-Hall for paving, and used River Bend Sand and Gravel as a materials supplier. As we understand the contract requirements in regard to wage compliance, the employees of materials suppliers are not protected by the Compliance Act.

This same situation prevailed on the North Albany-North Jefferson Project under contract to Page Paving. On this job, Birch Gravel Company of Buell, Oregon, contracted with Page to supply gravel on-site at a fixed consideration.

It is admitted by Parkhurst that on some occasions, work was done on some other private jobs during the same days as the work on the Federal-State projects.

We believe that this is a satisfactory dispensation of this matter. All payroll records of the firms involved appear to be in order and can be supported by checks endorsed by Mr. Parkhurst and Mr. Bean. Since Mr. Bean has no satisfactory records of his own and the records of the other parties are in order, there can be no real dispute in Bean's favor. As to all allegations made to this time, everything appears to be rectified and we now consider this matter closed.

Very truly yours,

G. E. ROHDE
Chief Counsel

GER:hg

CC Mr. Lloyd F. Shaw
Mr. Frank Towle
Mr. John Girvin, Bureau of Public Roads

RECEIVED
SEP 1 - 1964
FOR FILING
6146

September 4, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of Indenture (Correction Easement) file no. 32800, dated March 3, 1964, with the Southern Pacific Company relative to the construction of the West Salem Section, Project No. U-322(5).

The original Indenture, same file no., was forwarded to your department under our letter of August 24, 1962.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:mg

RECEIVED
JUL 27 1964
FOR FILING
(F-323(5))

6646

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

July 23, 1964

Original signed by
A. W. Parsons
Div. Engineer

08-35.4-EC

A. W. Parsons, Division Engineer
Salem, Oregon

Labor Compliance
Oregon Project F-323(5) & U-322(5)
West Salem Section

Mr. Robbs's July 3, 1964 letter submitted to this office a copy of a letter from the prime contractor, Slate-Hall, concerning the labor compliance violation of H. F. Reid Trucking Company.

Our review of the supporting attachments to the Slate-Hall letter reveals that there appear to be discrepancies between the signed statement obtained by this office from Mr. Parkhurst and the signed statement by Lavon Curl, bookkeeper for H. F. Reid Trucking Company, attached to the Slate-Hall letter. Attachment 1 to this memorandum shows a tabulation of the hours reported on both statements and even a cursory review readily indicates obvious errors or omissions.

Please investigate this matter and we urge you to take what appropriate action as you deem necessary to close the file on this case. Furthermore, we have not received advice on your progress of the other phase of this case, the North Jefferson-North Albany Interchange Section of Interstate 5. Please advise us as to the current status.

Attach.

original To Lindas
cc Morgan
Young
7-27-64

LLOYD F. SHAW

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JUL 27 1964
DIVISION
SALEM

Attachment 1

Labor Violation, H. P. Reid Company
F-305(5) & U-302(5)
West Salem Project

Date	From Statement of H. Reid Trucking- Total Hours Worked	Hours this Project	From Statement of Cecil Parkhurst- Hours this Project
5/17/63			3 1/2
5/20/63	6		6
5/21/63	9 1/2		
5/22/63	7	7	
5/23/63	8	8	
5/24/63	8	8	
5/27/63	1	1	
6/3/63			8
6/4/63			6
6/5/63			4
6/10/63			4
6/12/63			5
6/17/63			8 1/2
6/18/63			8
8/8/63	3	3	

RECEIVED
JUL 7 1964

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

Mr. Cooper

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

July 3, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Re: Underpayment of Wages
West Salem Section
Contract 6046
FAP U-322(5) and F-325(5)
Polk County

Dear Mr. Parsons:

The matter of the complaint of drivers of the Harry P. Reid Trucking Co. not having received wages in conformance with Bureau of Public Roads requirements has been investigated in full by this Department.

As a result of that investigation, I forward you herewith a letter from Mr. Leonard A. Runkle--partner in Slate-Hall General Contractors--who was the prime contractor in the job involved.

Mr. Runkle's letter and enclosure explains in detail their position in the matter and what they have done to correct the situation.

I am convinced that this was an inadvertent error on their part, and since the matter has been settled in accordance with BPR requirements, I would recommend that the same be closed.

Very truly yours,

G. E. Rohde
Assistant Counsel

GER:lb
Enclosure
cc--Forrest Cooper ✓
State Highway Engineer

NOTED
FORREST COOPER

RECEIVED
JUL 6 1964
OFFICE OF
STATE HIGHWAY ENGINEER

7[illegible] S. W. 40th Avenue
Portland 19, Oregon

Re: West Salem Section
Contract 6046
FAP U-322(5) & F-325(5)
Polk County

State of Oregon
State Highway Department
Salem, 10, Oregon

Attention: L. I. Lindas, Chief Counsel

Gentlemen:

Reference is made to your letter of June 23, 1964 regarding the alleged underpayment of wages on the above numbered project.

We are indeed sorry that this matter came about but hope that the following explanation will spread some light upon it.

During the summer of 1963 Mr. Charles Anderson, who is a trusted and responsible employee of long standing with our firm, hired trucks on an intermittant basis from Harry P. Reid Trucking company. Not realizing the seriousness of failing to have these men on our payroll, he authorized the payment of the truck rental in full, including the men's wages. After discovering this error, he made arrangements to assure the proper payment of wages to the drivers of these trucks through the Harry P. Reid Trucking company.

The supporting evidence from the Harry P. Reid Trucking company is conclusive in our minds at least that these men were paid under the proper classification and wage rate. The dates and [illegible] these trucks were on our job substantiates the payroll data of the Harry P. Reid Trucking company.

We are sorry that we erred in this matter and assure you that all of our supervision are made aware of the error and am sure that it will not occur again. If there are further questions in your mind Mrs. Lavon Curl at 4025 Cherry Avenue, Salem, Oregon - Telephone 363-9966 has all the payroll data in her files which she would be glad to have audited.

Very truly yours

SLATER-HALL

Leonard A. Rumkle

Leonard A. Rumkle
Partner

LAR:cs
Enc/

#13 #17 #12

5-22-63, Cecil Parkhurst- Hrs, W.Pendleton-7½Hrs.J.C.Bean-7 Hrs.
5-23-63, " " -8 " , " -7 " " " -8 "
5-24-63, " " -8 " , " ------ " " " -8 " #12
5-27-63, " " -1 " , " ------ " " " -8 " L.Huntley-6Hrs.
5-28-63, ---------- -- " ------ -2½ " " " -4½ " #19
6-11-63, ---------- -- --------- -- ------- *J.Thompson 8 Hrs
6-12-63, ---------- - --------- -- ------- " " 3 "
8-8 -63, " " -3 "

Total-Cecil Parkhurst -27 Hrs.,W.Pendleton-17Hrs.,J.C.Bean-35½Hrs.,

L.Huntley-6 Hrs., J.Thompson-11 Hrs.

Since the payroll is on the weekly basis, the employees checks do not correspond with the hours worked for Slate Hall,as part of the week they worked on other jobs. Cecil Parkhurst worked
5-20-63, 6 Hrs. other than Slate Hall job
5-21-63, 9½ " " " " " "
5-22-63, 7 Hrs. Slate Hall job
5-23-63, 8 " " " "
5-24-63, 8 " " " "
Total 38½ Hrs.(23 hrs.Slate Hall job , 15½ hrs. other jobs)

38½ Hrs. @ $ 2.65, 1 hr. service time @ $ 1.20, gross-103.23
less deductions --- 23.84
check # 124, net -- 79.39
5-27-63, 1 hr. @ 2.65,less .12¢ deduction, check # 131, net -- 2.53

On 7-2-63 I was informed of the $ 3.68 scale. I imediately wrote the checks for $ 1.03 per hr. more to each employee on the Slate Hall job, making the total of $ 3.68 per hr. for all hrs. worked on the Slate Hall job.

Check # 177 to Cecil Parkhurst marked paid in full -Slate Hall job, is for 24 hrs. @ $1.03--$ 24.72, less .90 deduction, net--23.82

On 8-8-63 Cecil Parkhurst worked 3 hrs on Slate Hall job. In the same week he worked 29½ hrs on another job. He was paid $ 3.68 per hr. for the Slate Hall work, as follows:

29½ hrs @ 2.65, 3 hrs @ 3.68, 1 hr service time @ 1.20
Total gross,90.42
less deduction 20.78
check # 241, net 69.64

All employees were paid the same scale as Cecil Parkhurst , a total of $ 3.68 per hour. ($ 2.65 per hour with a $ 1.03 increase)
Payroll records may be audited to varify this statement.

*The reason that we do not have an endorsed check for Thompson showing the extra payment on the Slate-Hall job is the fact that he had drawn an advance of $150 on June 27, 1963 which included the extra pay.

Hanson Curl

Bookeeper for
Harry P. Reid Trucking

Hanson Curl

Carol G Starr

Notary Public for Oregon
My commission expires Aug 1, 1964
July 2, 1964

You will note that the No of the 10 Yard Dump Truck has been pencilled in above the particular driver on the statement from Lavon Curl. For example - No. 12 Dump Truck was driven by Cecil Parkhurst and L. Huntley, No. 17 by Pendleton, No. 14 by Bean and No. 19 by Thompson.

FRED H. SLATE CO.
ORE. LTD.
7805 S. W. 40TH AVENUE
PORTLAND 19, OREGON
CHERRY 4-1112

FRED H. SLATE CO. & E. C. HALL CO.

GENERAL CONTRACTORS

In reply address correspondence to:

E. C. HALL CO.
12012 S. W. BARBUR BLVD.
PORTLAND 19, OREGON
MERCURY 9-1116

PHONE 364-4102 SALEM

7805 S.W. 40th Avenue
Portland 19, Oregon

1619 Cherstra Road, N. E.

Salem, Oregon

Dump Truck

RENTAL PERIOD Week Ending August 10, 1963

DATE	5	6	7	8	9	10		RATE	
No. 12 10 Yard Dump Truck				3			3 hrs	$11.00	$33.00

8 3

TOTAL EARNED	$33.00
LESS:	
PAYROLL	
PAYROLL TAX	
MISCELLANEOUS	
TOTAL CHARGES	$33.00
CHECK NO. _____ TO BALANCE	

AUG 1963
PAID

FRED H. SLATE CO.
ONE. LTD.
7805 S. W. 40TH AVENUE
PORTLAND 19, OREGON
CHERRY 4-1112

FRED H. SLATE CO. & E. C. HALL CO.

GENERAL CONTRACTORS

In reply address correspondence to:

E. C. HALL CO.
12012 S. W. BARBUR BLVD.
PORTLAND 19, OREGON
MERCURY 9-1116

HARRY P. REID

7805 S. W. 40th Avenue
Portland 19, Oregon

Dump Truck — RENTAL PERIOD — Week Ending June 15, 1963

DATE	10	11	12	13	14	15		RATE	
No. 19 10 Yard Dump Truck		8	3				11 hrs	$ 11.00	$ 121.00
		6	6					TOTAL EARNED	$ 121.00

JUN 1963 PAID

LESS:
PAYROLL
PAYROLL TAXES
MISCELLANEOUS
TOTAL CHARGES

CHECK NO. _____ TO BALANCE $ 121.00

FRED H. SLATE CO. & E. C. HALL CO.

GENERAL CONTRACTORS

In reply address correspondence to:

FRED H. SLATE CO.
ORE. LTD.
7805 S. W. 40TH AVENUE
PORTLAND 19, OREGON
CHERRY 4-1112

E. C. HALL CO.
12012 S. W. BARBUR BLVD.
PORTLAND 19, OREGON
MERCURY 9-1116

HARRY REID

7805 S. W. 40th Avenue
Portland 19, Oregon

Dump Truck — RENTAL PERIOD W/E June 1, 1963

DATE	27	28	29	30	31	1		RATE	
10 Yard Dump No. 14	8	4½					12½	$ 11.00	$ 137.50
10 Yard Dump No. 12	7						7	11.00	77.00
10 Yard Dump No. 17		2½					2½	11.00	27.50
								TOTAL EARNED	$ 242.00

LESS:

PAYROLL 5.24

PAYROLL TAX

MISCELLANEOUS

JUN 1963
PAID
Ck. No. 784
Ck. No.

TOTAL CHARGES

CHECK NO. 784 TO BALANCE $ 242.00

FRED H. SLATE CO. & E. C. HALL CO.
GENERAL CONTRACTORS
In reply address correspondence to:

FRED H. SLATE CO.
ORE. LTD.
7805 S. W. 40TH AVENUE
PORTLAND 19, OREGON
CHERRY 4-1112

E. C. HALL CO.
12012 S. W. BARBUR BLVD.
PORTLAND 19, OREGON
MERCURY 9-1116

Commercial Sand & Gravel Supply Co.

P. O. Box 188

Salem, Oregon

NOTE: This check was made out in error to Commercial Sand & Gravel - Should have been issued to Harry Reid and as a result This CHECK WAS ENDORSED OVER TO HARRY REID per C. W. Anderson's telephone conversation 6/17/63.

Dump Truck RENTAL PERIOD Week Ending May 25, 1963

DATE	20	21	22	23	24	25	Total Hours	RATE	
10 Yard Dump No. 12			7	8	8		$ 23 hrs	$ 11.00	$ 253.00
10 Yard Dump No. 17			7½	7			14½	11.00	159.50
10 Yard Dump No. 14			7	8	8		23	11.00	253.00
								TOTAL EARNED	665.50

5 11

LESS:

PAYROLL

PAYROLL TAX

MISCELLANEOUS

TOTAL CHARGES

CHECK TO BALANCE $ 665.50

MAY 1963 PAID 15 CK LOR

H. P. REID TRUCKING
1619 CHEMAWA ROAD. N. E. PHONE 364-4102
SALEM, OREGON

125

9-27 1963 96-398/1232

PAY TO THE ORDER OF [illegible] $57.[illegible]

[illegible] DOLS & 0 CTS DOLLARS

FIRST NATIONAL BANK OF OREGON, PORTLAND
KEIZER BRANCH SALEM

H. P. REID TRUCKING
H. P. Reid Trucking

⑆1232⑈0398⑆ 0 03380 4⑈ ⑈0000087 10⑈

Dump Ink #14

H. P. REID TRUCKING
1619 CHEMAWA ROAD. N. E. PHONE 364-4102
SALEM, OREGON

132

6-4 1963 96-398/1232

PAY TO THE ORDER OF [illegible] $[illegible]

[illegible] DOLS & [illegible] CTS DOLLARS

FIRST NATIONAL BANK OF OREGON, PORTLAND
KEIZER BRANCH SALEM

H. P. REID TRUCKING
H. P. Reid Trucking

⑆1232⑈0398⑆ 0 03380 4⑈ ⑈0000065 19⑈

H. P. REID TRUCKING
1619 CHEMAWA ROAD. N. E. PHONE 364-4102
SALEM, OREGON

178

7-2 1963 96-398/1232

PAY TO THE ORDER OF J. C. [illegible] $32.93

THIRTY-TWO DOLS 93 CTS DOLLARS

FIRST NATIONAL BANK OF OREGON, PORTLAND
KEIZER BRANCH SALEM

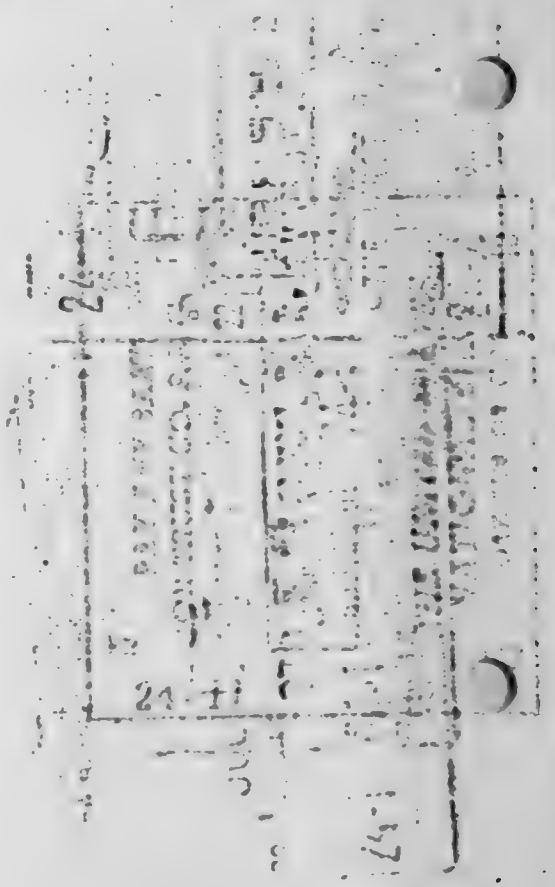
H. P. REID TRUCKING
Paid in full semko-Slater-Hall
H. P. Reid Trucking

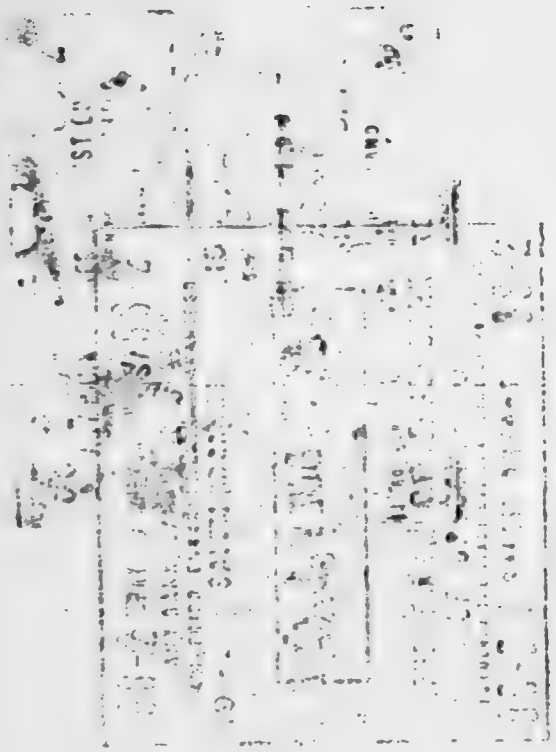
⑆1232⑈0398⑆ 0 03380 4⑈ ⑈0000003293⑈

J. P. Bean.
314 Trayer N.E.
Salem Ore

FOR DEPOSIT ONLY
TO CREDIT OF
OREGON FROZEN FOODS
ACCOUNT
8840 River Road North
SALEM, OREGON

J. P. Bean.
314 Trayer N.E.
Salem Ore
2020 Tavern





J. P. Bean.
314 Trayer N.E.
Salem Ore

H. P. REID TRUCKING
1619 CHEMAWA ROAD, N. E. PHONE 364-4102
SALEM, OREGON

150

96-398
1232

6-17 1963

TO THE ORDER OF Jahad Processed $ 50 78/100

PROCESSED JUN 21 1963 DOLLARS 78 CTS

H. P. REID TRUCKING

FIRST NATIONAL BANK OF OREGON, PORTLAND
KEIZER BRANCH

⑆1232⑈0398⑆ 0 03380 4⑈ ⑈0000050 78⑈

CHELA PRINTING CO PORTLAND FORM 7-B

Dump Truck #19

H. P. REID TRUCKING
1619 CHEMAWA ROAD, N. E. PHONE 364-4102
SALEM, OREGON

167

96-398
1232

6-27 1963

TO THE ORDER OF Jahad Processed $ 150 00

PROCESSED JUN 28 1963 DOLLARS 00 CTS

H. P. REID TRUCKING

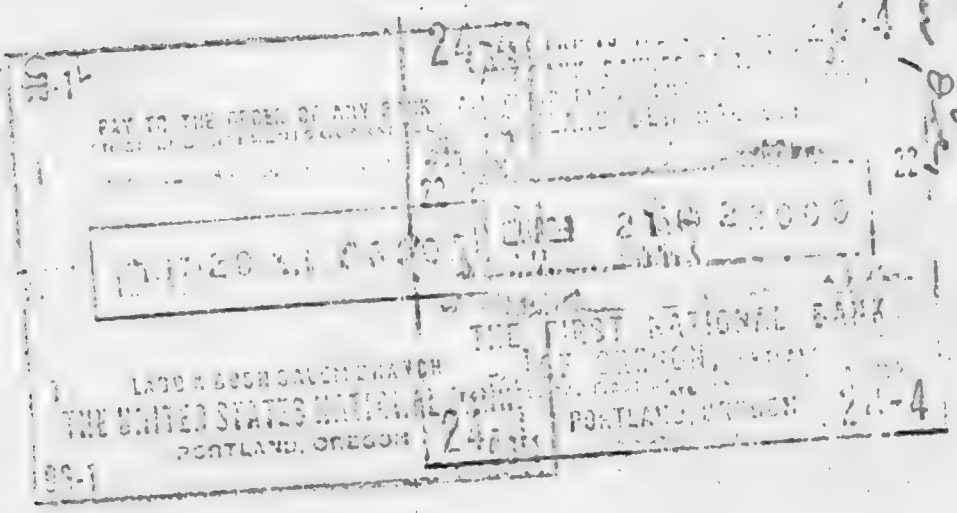
FIRST NATIONAL BANK OF OREGON, PORTLAND
KEIZER BRANCH SALEM

⑆1232⑈0398⑆ 0 03380 4⑈ ⑈0000015000⑈

CHELA PRINTING CO PORTLAND FORM 7-B

John Thompson
4242 Mary Ave
Salem, Oregon

John Thompson
4242 Mary Ave
Salem, Oregon



Dumpsite
#17

H. P. REID TRUCKING
1619 CHEMAWA ROAD, N. E. PHONE 364-4102
SALEM, OREGON

127

7-22 1963 96-398 / 1232

PAY TO THE ORDER OF Pacific Coast Co

PROCESSED JUL 23 1963 CTS DOLLARS

H. P. REID TRUCKING

FIRST NATIONAL BANK OF OREGON PORTLAND
KEIZER BRANCH SALEM

H. P. Reid Trucking

⑆1232⑈0398⑆ 0 03380 4⑈ ⑈0000006514⑈

H. P. REID TRUCKING
1619 CHEMAWA ROAD, N. E. PHONE 364-4102
SALEM, OREGON

135

7-4 1963 96-398 / 1232

PAY TO THE ORDER OF Pacific Coast Co $67.20

PROCESSED JUL 10 1963 CTS DOLLARS

H. P. REID TRUCKING

FIRST NATIONAL BANK OF OREGON PORTLAND
KEIZER BRANCH SALEM

H. P. Reid Trucking

⑆1232⑈0398⑆ 0 03380 4⑈ ⑈0000006209⑈

H. P. REID TRUCKING
1619 CHEMAWA ROAD, N. E. PHONE 364-4102
SALEM, OREGON

179

7-2 1963 96-398 / 1232

PAY TO THE ORDER OF Pacific Coast Co $16.80

PROCESSED JUL 3 1963 CTS DOLLARS

H. P. REID TRUCKING

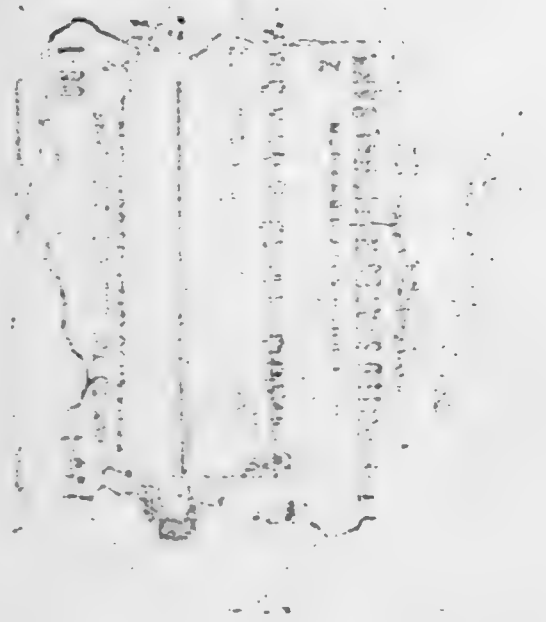
FIRST NATIONAL BANK OF OREGON PORTLAND
KEIZER BRANCH SALEM

H. P. Reid Trucking

⑆1232⑈0398⑆ 0 03380 4⑈ ⑈0000001688⑈

Woodrow & Sandlin

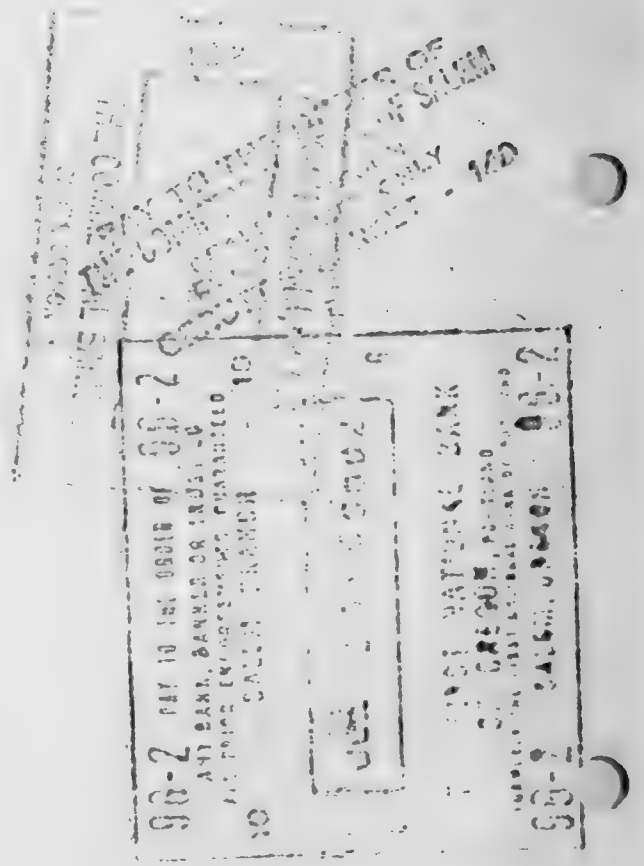
FOR DEPOSIT ACCOUNT OF
VALLEY CREDIT SERVICE, INC.
AGENT FOR PAYEE:
ENDORSEMENT GUARANTEED
PAY TO THE ORDER OF
96-7 UNIVERSITY BRANCH 96-7
UNITED STATES NATIONAL BANK
FOR DEPOSIT ONLY
VALLEY CREDIT SERVICE, Inc.
4-291



Woodrow & Sandlin
by Mrs. W. Sandlin

FOR DEPOSIT ACCOUNT OF
VALLEY CREDIT SERVICE, INC.
AGENT FOR PAYEE:
ENDORSEMENT GUARANTEED
PAY TO THE ORDER OF
96-7 UNIVERSITY BRANCH 96-7
UNITED STATES NATIONAL BANK
FOR DEPOSIT ONLY
VALLEY CREDIT SERVICE, Inc.
4-291

Woodrow Sandlin



Dumpkle
#12

H. P. REID TRUCKING 139
1619 CHEMAWA ROAD. N. E. PHONE 364-4102
SALEM, OREGON

6-4 1963 96-398/1232

TO THE ORDER OF [illegible] $ [illegible]

[illegible] DOLLARS

H. P. REID TRUCKING

FIRST NATIONAL BANK OF OREGON, PORTLAND
KEIZER BRANCH SALEM

[illegible]

⑆1232⑈0398⑆ 0 03380 4⑈ ⑈0000001530⑈

H. P. REID TRUCKING 180
1619 CHEMAWA ROAD. N. E. PHONE 364-4102
SALEM, OREGON

7-2 1963 96-398/1232

TO THE ORDER OF [illegible] $ [illegible]

[illegible] DOLLARS

H. P. REID TRUCKING
rel roof of II Senter - Shop & Hall

FIRST NATIONAL BANK OF OREGON, PORTLAND
KEIZER BRANCH SALEM

[illegible]

⑆1232⑈0398⑆ 0 03380 4⑈ ⑈0000000596⑈

CHECK PRINTING CO PORTLAND FORM 78

Marion T. Huntley
2880 Brooks Ave. N.E.
Salem, Or.
20-20 Tavern

Marion T. Huntley
1405 Candlewood
S.E.
Salem, Oregon 863439
Ph. 585-1706

PAY TO THE ORDER OF
96-2 SALEM BRANCH 96-2
FIRST NATIONAL BANK OF OREGON
FOR DEPOSIT ONLY
LAMBERT BROTHERS CO.

FOR DEPOSIT ONLY
TO CREDIT OF
[illegible] PICKLING CO.
ACCOUNT
[illegible]
[illegible], OREGON

124

H. P. REID TRUCKING
1619 CHEMAWA ROAD. N. E. PHONE 364-4102
SALEM, OREGON

5 - 27 1963 36-222 / 1332

PAY TO THE ORDER OF Cascade Pallet Co $ 72 37/100

PROCESSED
JUN 31963
FIRST SALEM

DOLLARS

H. P. REID TRUCKING

FIRST NATIONAL BANK
OF OREGON, PORTLAND
KEIZER BRANCH

⑆123203981⑆ 0 03380 4⑈ ⑈0000007939⑈

Dump Tk #12

131

H. P. REID TRUCKING
1619 CHEMAWA ROAD. N. E. PHONE 364-4102
SALEM, OREGON

6 - 4 1963 36-222 / 1332

PAY TO THE ORDER OF Cascade Pallet Co $ 2.53

PROCESSED
JUN 10 1963
FIRST SALEM

DOLLARS

H. P. REID TRUCKING

FIRST NATIONAL BANK
OF OREGON, PORTLAND
KEIZER BRANCH

⑆123203981⑆ 0 03380 4⑈ ⑈0000000253⑈

A. E. Van Kleet

Alva Van

PAY TO THE ORDER OF
96-2 SALEM BRANCH 96-2
FIRST NATIONAL BANK OF OREGON
FOR DEPOSIT ONLY
LINDBERG DISTRIBUTING CO.

Accid Bond Fund
20-20 Town

PAY TO THE ORDER OF
96-2 SALEM BRANCH 96-2
FIRST NATIONAL BANK OF OREGON
FOR DEPOSIT ONLY
LINDBERG DISTRIBUTING CO.

H. P. REID TRUCKING

1619 CHEMAWA ROAD, N. E. PHONE 364-4102

SALEM, OREGON

177

7-2 19 63 26-322/1252

TO THE ORDER OF Cecil Proffered $23.52

H. P. REID TRUCKING DOLS & 2 CTS DOLLARS

FIRST NATIONAL BANK OF OREGON PORTLAND

KEIZER BRANCH SALEM

H. P. REID TRUCKING

⑆123203985⑆ 0 03380 4⑈ ⑈0000002382⑈

CHECK PRINTING CO PORTLAND TYPE 28

H. P. REID TRUCKING

1619 CHEMAWA ROAD, N. E. PHONE 364-4102

SALEM, OREGON

241

8-13 19 63 26-322/1252

TO THE ORDER OF Cecil Proffered $69.64

H. P. REID TRUCKING DOLS & 4 CTS DOLLARS

AUG 14 1963

H. P. REID TRUCKING

FIRST NATIONAL BANK OF OREGON PORTLAND

KEIZER BRANCH SALEM

⑆123203985⑆ 0 03380 4⑈ ⑈0000006964⑈

CHECK PRINTING CO PORTLAND TYPE 28

David Barkhurst
21 20 Taveon

David Barkhurst

PAY TO THE ORDER OF
96-2 SALEM BRANCH 96-2
FIRST NATIONAL BANK OF OREGON
FOR
TRADERS LOGGING CO.

96-2
FIRST NATIONAL BANK
SALEM, OREGON
19
6
96-2

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JUN 24 1964
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COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

6146

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

June 23, 1964

State-Hall
11655 S.W.Barbour Blvd.
Portland, Oregon

Gentlemen:

It has been brought to the attention of this office that two employees of the Harry P. Reid Trucking Service claim they were not paid the minimum hourly wage on a State Highway Federal Aid Project.

The men making the claim are Mr. Cecil Parkhurst and Mr. J. C. Bean, and the project involved is the West Salem Section of the Salem-Willamina Highway (Oregon 22). These men claim they were drivers of ten cubic yard-trucks and were paid at $2.65 per hour instead of at least the contract minimum wages of $3.48 per hour, which it appears was their classification.

In order to attempt to clarify this situation, I am asking that you submit transcripts of payrolls for the construction period on this project from May 1 through September, 1963. If p ayroll transcripts are not available, certified machine copies of time books will be sufficient.

Any information should be submitted to Mr. L. I. Lindas, Chief Counsel, Room 104, Oregon State Highway Department Building, Salem, Oregon.

Very truly yours,

L. I. LINDAS
Chief Counsel

JG:rh

cc: Mr. Forrest Cooper
Mr. R. L. Porter
Mr. Lloyd P. Shaw
Mr. Frank Towle
Mr. A. W. Parsons, USBPR
Attention: John Girvin
477 Cottage St., Salem

NOTED
FORREST COOPER
JUN 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 13 1964
FOR FILING

RAILROAD COMPANY
FILE No.

6046

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 7, 1964

SUBJECT: Pux 413 File No. 32800
Correction Easement
Overpass-West Salem Section
Salem-Willamina Highway
Southern Pacific Company

To: Mr. Floyd Query, Secretary
State Highway Commission
O f f i c e

Herewith is a Xerox copy of a fully executed Correction Easement with Southern Pacific Company relative to the above-entitled matter. One duplicate original has been forwarded to the railroad for their permanent records and the second duplicate original has been forwarded to Mr. Saling's Office for recording and filing in the permanent records of the Secretary of State's Office.

Distribution of conformed copies has been made as indicated below.

J. N. HERSHBERGER
Utilities & Railroad Attorney

JNH:jr
Encl.

cc: R. L. Porter (1)
Ivan Merchant (1)
F. D. Morgan (2)
I. A. DeFrance (1)
R. D. Asburry (2)
J. W. Nash (3)
C. H. Maison (1)
Earl F. Saling (1)
Ted Litchfield (1)

NOTED
FLOYD QUERY

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APR 17 1964
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

April 13, 1964

Mr. Forrest Cooper, State Highway Engr.
Salem, Oregon
ATTENTION: Mr. C. H. Maison, Controller

Original signed by
L. R. Backlund

By:
A. W. Parsons, Division Engineer
Salem, Oregon

L. R. Backlund
Administrative Manager

08-35.5

Oregon Project U-322(5)
Southern Pacific R.R. Billing, Contract 6046
Total Costs $11,286.81

The audit of the subject claim, as requested in your letter of March 31, 1964, has been completed.

No unsupported or ineligible costs were disclosed.

original to Maison 4-14-64 cc Young 4-16-64

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APR 13 1964
FOR FILING

March 11, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Dear Sir:

Please refer to your memoranda dated February 14 and March 9, both of which are in regard to evidence of a lack of compliance with the Work Hours Act of 1962.

The February 14 memorandum was referred to Mr. Lindas, Chief Counsel, for investigation. Press of other matters of great urgency prevented his assigning anyone to undertake the investigation at that time.

It is my understanding it will now be possible to give further attention to the charges made by C. Parkhurst and J. C. Bean. To the end that this matter be handled in an orderly manner, I am directing your March 9 memorandum to Mr. Lindas and asking him to contact you so that our efforts may be properly coordinated.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

cc Forrest Cooper
R. L. Porter
L. I. Lindas - (with BPR memorandum)
L. H. Young
C. H. Maison

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MAR 10 1964
FOR FILING

FORM E-30 50M 12-63 84676

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 10, 1964

SUBJECT:

To: MEMO TO THE FILE

Mr. A. W. Parsons, Division Engineer, BPR, was in my office the afternoon of March 9 to discuss:

(1) State suggestion of revised alignment on one ramp at Otis Junction.

(2) Expediting design and construction of Florence-Hanson Creek Section, Siuslaw Highway.

(3) Labor wage deviation on two State contracts and one BPR contract.

(1) Alignment to ease the curve on the westbound to northbound movement was presented to Parsons who stated he would have the project evaluated for available material and would advise us later of his findings.

(2) Parsons called the BPR design office in Vancouver and requested the needed deeds and ties for completing right-of-way descriptions be provided at once. He also will give consideration to putting on a construction project from Florence to Cushman at an early date. This section is clear as to right of way. He will contact Norm Wood regards this matter.

(3) This matter had been turned over to our Legal Division for sleuthing on February 19 but to date its personnel has been engaged on Astoria Bridge and other pressing matters. John Girven has been assigned by BPR to make its investigation and Parsons and Rohde will coordinate the efforts of State and Federal people in this regard.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw
cc Forrest Cooper
R. L. Porter

Lloyd Shaw

FORM E-30 50M 3-63 49007

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 10, 1964

SUBJECT: Labor Compliance
Claim of Violation
Cecil Parkhurst

To: Frank I. Towle
Engineering Investigator

O F F I C E

Mr. A. W. Parsons, Division Engineer, BPR, called yesterday to say that besides the two state projects on which the above party has complained, there was a third project let by the Bureau. This, of course, calls for an investigation by this office.

It was Mr. Parsons' thought, and I agree, that the two investigations should be coordinated, one with the other. Mr. John Gervin is the party selected to investigate by the Bureau. Would you please get in touch with him at your convenience?

G. E. ROHDE
Assistant Counsel

GER:bp
cc: Lloyd Shaw ✓
A. W. Parsons

RECEIVED
MAR 11 1964
OFFICE OF
STATE HIGHWAY ENGINEER

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engr.
Salem, Oregon

March 9, 1964

Original signed by
A. W. Parsons
Div. Engineer

A. W. Parsons, Division Engineer
08-35.EC Salem, Oregon

Labor Compliance
Apparent Violation

Our February 14, 1964 memorandum submitted a signed statement by Mr. C. Parkhurst claiming underpayment on Federal-aid projects.

On March 4, 1964 this office contacted Mr. J. C. Bean on evidence mentioned in the Parkhurst Statement to support our case on the Otis-Neskowin project. However, in the attached statement, Mr. Bean revealed he did not work on our project, but had, however, worked on Federal-aid projects including the West Salem F-325(5) and U-322(5) and the Albany-N. Jefferson Project, I-5-4(52)235. He mentions receiving a similiar rate of $2.65 per hour for truck driver, 6 - 10 CY, as did Mr. Parkhurst.

Your attention is directed to the Work Hours Act of 1962 which applies to the Interstate project. This Act involves overtime, daily and weekly, liquidated damages, withholding, payment and appeals procedures. The Act's application to the factual situation should be reviewed carefully. See Appendix A-7(v), page 129 of the Federal-aid Labor Compliance Manual for details of this Act.

In as much as this case involves labor compliance under your jurisdiction as well as ours, we suggest that in order to proceed in an orderly manner that we coordinate our efforts jointly in processing this apparent violation.

Attachment

Salem, Oregon, March 4, 1964

I, J. C. Bean, reside at 356 Tryon St. in Salem, Oregon. I [illegible] by Mr. Henry Reid, starting March 5, 1956 [illegible], 1963. During this time I was driving a ten cubic yard dump [illegible] No. 14. He normally paid me $2.65 per hour.

During this period I worked on the West Salem project, [illegible] August of 1963; on the Monmouth project during the [illegible] on first part of September, 1963; and during the month [illegible] on the Albany-North Jefferson St. Interstate project. [illegible] projects Mr. Reid paid me $2.65 per hour with no overtime. [illegible] Albany-N. Jefferson job, I can recall several shifts [illegible] overtime, in particular one of 12 hours. I [illegible] time only.

Some other projects that I've worked on for H. Reid [illegible] paied, also at $2.65 per hour straight time, including [illegible] Birch- ya st. [illegible], the Silverton race [illegible], [illegible] 14th Street widening, some paving on streets at Mill City, [illegible], Independence, Monmouth, Dallas, the Junior Estates at [illegible], a fish hatchery job near Salem.

Mr. Jefferson Carl, who resides on Cherry Avenue, keeps [illegible] Reid and is familiar with my time records and knows what I made a week.

On the Albany-North Jefferson St. interstate job, [illegible] went down there I asked Mr. Byrd's superintendent if there was [illegible] on this job. He said "yes"; I asked him why he didn't [illegible] and he said Reid told him he was union and that he [illegible] talked to Reid about it that evening. When I came in [illegible] was mad and told me I didn't get to work tomorrow on account of talking so much about the scale, telling him he (Reid) wasn't union.

I was aware of the scale and had made complaints. After [illegible] to the State-Wall's superintendent, I did get back pay in the amount of $65.56 for work in topsoil hauling only.

I was aware of the requirements, although I did not see the wage rates posted or the other posters.

The above are true facts to the best of my knowledge and belief.

J. C. Bean

Witness:

J. H. Girvin

477 Cottage Street NE.
Salem, Oregon 97301

February 14, 1964

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

A. W. Parsons
Division Engineer
08-33-BC Salem, Oregon

Labor Compliance, Apparent Violation Case of Cecil Parkhurst

This office interviewed Mr. Cecil Parkhurst at his request on January 23, 1964, as to his claim that he was underpaid while employed on Federal-aid highway projects.

He stated that he was employed as a truck driver, 6 to 10 cubic yard capacity, by the Harry Reid Trucking Service, Salem, Oregon during the period from May 1963 to September 1963. During this time he worked on the West Salem project, F-325(5) and U-322(5) and the Albany to N. Jefferson project I-5-4(52)235. Mr. Parkhurst states that he received only $2.65 per hour while working and was paid by Harry Reid Trucking Service. The minimum allowable wage at this time was $3.68 on the Interstate project and $3.48 on the Primary project.

Attached is a signed copy of a statement dictated by Mr. Parkhurst in this office, outlining the projects and time employed. You will note that the last project mentioned is the Hankovin - Otis Junction, which is of course our responsibility. We are proceeding with an investigation and report on this portion of the claim; however, the two projects mentioned above fall within your jurisdiction.

We would appreciate receiving copies of your report on this apparent labor violation.

Attachment

cc:
Region (08-00.56 Sedgwick)
OSHD (L. L. MacIntyre)
OSHD (Art Duffy)

Salem, Oregon
Office of Bureau of Public Roads

January 23, 1964

I, Cecil Parkhurst, residing at 2030 Capitol St. N.E., Salem, Oregon, state that I have been employed by H. F. Reid Trucking Co. over a period of 7 or 8 years and was working for this company from May through September, 1963 as truck driver.

From May 17 through June 18 I worked for Harry Reid on the West Salem project and was paid at the rate of $2.65 per hour. Actual hours worked each day were as follows:

May 17	3-1/2	hours
May 20	6	"
June 3	8	"
June 4	6	"
June 5	4	"
June 10	4	"
June 12	5	"
June 17	8-1/2	"
June 18	8	"

Then, beginning on August 19 and through August 29, I worked on the Albany-N. Jefferson project and again I received $2.65 per hour from Mr. Reid. Actual hours worked each day were as follows:

August 19	4	Hours
August 21	9	"
August 22	9	"
August 23	6-1/2	"
August 26	9-1/2	"
August 27	8	"
August 28	7-1/2	"
August 29	4	"

From September 17 through 27 I worked at the Henhouin-Otis Junction, job. During the week of September 17 to 21 I was paid by Harry Reid at the rate of $2.65 per hour (with time and a half for overtime) for the hours shown below:

September 17	7	hours
September 18	10-1/2	"
September 19	12-1/2	"
September 20	10-1/2	"
September 21	9	"

During the week of September 23 to 27, I was paid by Page Paving Co. at the allotted $3.68 per hour. Until about the middle of that week, of September 25, I was not aware of the wage scale involved.

Original To Lindes
2-19-64

NOTED
LLOYD P. SHAW

I did not give this matter much attention until just recently when I was going through my time records after receiving W-2 withholding forms. Then it occurred to me that I should do something about it.

I have knowledge of other truck drivers on these jobs who also were not paid the correct scale: Mr. John Thompson, Mr. Joe Kean, and Mr. Del Jones.

I have read the above and certify that it is a true and correct statement, to the best of my knowledge.

J. E. Girvin, Witness

Salem, Oregon
December 3, 1963

NOA

Mr. L. I. Lindas
Chief Counsel
O f f i c e

Attention: Mr. J. N. Hershberger

Attached are two copies of an agreement with the Southern Pacific Company to reimburse Railroad for the extimated cost and expense incurred by Railroad in connection with construction on the West Salem Section of the Willamina-Salem Highway. These copies have been executed by the State Highway Commission and are now ready for execution by the Railroad Company.

A conformed copy of the above agreement has been retained in this office pending receipt of a fully signed copy for the Commission's files.

Secretary

rn
Attach: 2

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DEC 9 - 1963
FOR FILING

December 9, 1963

Great American Insurance Co.,
Wells-Reed-Wood-West Co.,
412 Failing Bldg.,
Portland 4, Oregon

Seaboard Surety Co.,
Hanson & Rowland, Inc.,
1300 Puget Sound Bank Bldg.,
Tacoma, Washington

Gentlemen:

On November 8, 1963, we wrote to you concerning release of final payment on contract #6066, awarded to Fred H. Slate Co. Oreg. Ltd., & E. C. Hall Const. Co., for grading-paving-structures-signing on the West Salem Section of the Willamina-Salem Highway in Polk County.

Final payment on this contract is $49,883.26 and the total contract amount is $1,651,669.64, including $13,802.50 for work performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Great American Insurance Co.,
Bond Department
320 California Street
San Francisco 4, California

cc: Great American Insurance Co.,
Portland Service Office
407 Failing Bldg.,
Portland 4, Oregon

cc: Seaboard Surety Co.,
100 William Street
New York 38, N. Y.

cc: Fred H. Slate Co. Oreg. Ltd., &
E. C. Hall Const. Co.,
7808 SW 48th Avenue
Portland 19, Oregon

cc: C. H. Hanson
Attn.: John Herr

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DEC 3 - 1963
FOR FILING

December 2, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

This is to advise you that the seeding and mulching work on the West Salem Section of the Willamina-Salem Highway, Contract No. 6046, Project No. U-322(5), F-325(5), in Polk County, was completed October 15, 1963.

This work was authorized by Order for State Work No. 5 dated September 10, 1963.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

cc: J. H. Nash

DEP:ur

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NOV 2 2 1963
FOR FILING
6146

November 21, 1963

Oregon State Highway Commission

Gentlemen:

On September 15, 1961, the Commission entered into an agreement with the Southern Pacific Company which covered an overcrossing of railroad facilities with the West Salem Section of the Willamina-Salem Highway.

Under terms of this agreement, the State was obligated to pay the Southern Pacific Company an estimated amount of $10,375 for work and services that were to be provided by the railroad and which were made necessary by the highway contract. One of the terms of the agreement was that if the actual cost exceeded the estimate, the State was not obligated to pay such extras until a supplement was agreed to by both parties. Upon completion of the work, it has been found that the final cost is approximately $11,300, and it is now desired to enter into a supplemental agreement which will cover this new amount. The matter appears in order and I recommend that it have your favorable consideration.

This will appear as a NCA item at the November 22 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Victor D. Wolfe
L. I. Lindas
C. H. Maison

RLP:ms bbc

RECEIVED
NOV 7 1963
FOR FILING

6046

November 6, 1963

Oregon State Highway Commission

Gentlemen:

Work was completed September 5 on Contract No. 6046. The contract was with Frod H. Slate Company, Oregon Ltd., and E. C. Hall Construction Company and was for grading, paving, structures, and signing on the West Salem Section of the Willamina-Salem Highway in Polk County.

As the contractors have completed all work according to specifications, I recommend that you accept the project effective November 6, 1963, and that you concur in this procedure at the Commission meeting on November 20.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

R. L. Porter
Acting State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D Wolfe
F. D Morgan
C. H. Maison
L. H. Young

LPS:ajw bbc

FORM E-1 (REV. 6-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER:

WEEK ENDING: October 19, 1963

SECTION: West Salem

SECTION PREFIX: 27-1061

HIGHWAY: Willamina - Salem

COUNTY: Polk

NAME OF JOB: West Salem Section

KIND OF WORK: Grading, Paving, Structures, Signing

CONTRACTOR: Fred H. Slate Co. & E.C. Hall Co.

CONTRACT NUMBER: 6046

FEDERAL AID PROJECT NUMBER: U-322(5) & F-325(5)

DATE OF CONTRACT: March 2, 1962

DATE WORK STARTED: March 19, 1962

ESTIMATED COMPLETION DATE: Sept. 5, 1963

AVERAGE FORCE ON PROJECT FOR THE WEEK:
MEN: SUPERVISION:

SPECIFIED WORK DAYS: 210

WORK DAYS USED: 210

PERCENT OF TIME ELAPSED: 100

PROJECT AUTHORIZATION: $1,935,723.99

ENGINEERING AUTHORIZATION: $137,651.48

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST

EXCLUSIVE OF ENGINEERING: $1,798,072.51

ENGINEERING COST TO DATE: $125,187.05

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $1,674,791.21

PERCENT OF AUTHORIZATION . . . . 91 %

100

ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN . . . . . 8 %

DATE PROJECT WAS COMPLETED: September 5, 1963

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
100	100	100	100	100	100	100	

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	1.15	1.15			1.15
MILES PARTIALLY COMPLETED	1.15	1.15			1.15
MILES COMPLETED	1.15	1.15			1.15
TOTAL ESTIMATED QUANTITIES (CONTRACT)	967,300 cy	34,500 T			12,500 T
TOTAL QUANTITIES CORRECTED TO DATE	897,259 cy	32,102 T			13,344 T
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	897,259 cy	32,102 T			13,344 T
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY			
MONDAY			
TUESDAY			
WEDNESDAY			
THURSDAY			
FRIDAY			
SATURDAY			

NOTED
JOHN R. OAKES

CONSTRUCTION DIVISION
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OCT 21 1963
COE

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

Project completed.

Semi-final estimate and supporting data assembled and forwarded to Division Office on October 18, 1963.

FINAL REPORT.

SIGNED L.L. MacIntyre Resident Engineer

ADDRESS Room 208 Lab Building, Salem

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

RECEIVED
AUG 1 - 1963
FOR FILING

6.16

July 31, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 6 covering grading and shaping area for landscaping on the West Salem Section of the Willamina-Salem Highway in Polk County, Contract No. 6046 in connection with Federal-Aid Project No. F-325(5), U-322(5).

The area between this project and Edgewater Street in the vicinity of the present connection is to be prepared for planting under the roadside improvement project. This work can be more readily and economically done by our grading contractor while working in the area. The grading plans included removal of pavement, but no grading of the area was included.

This work was verbally recommended for approval by the BPR Area Engineer July 25, 1963. Your approval as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By L A N

L. H. Young
Office Engineer

DRPgmb

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Traffic Classif. - VERY HEAVY

EXISTING ROADWAY (Sta 1250+ to 1277+50±)

EXISTING ROADWAY (Sta 1090+ to 1250±)

20'±

1½" of A.C. (Future - when required.)
1½" of top course A.C.
2 " of bottom course A.C.
2" of 3/4"-0 level course.
(incl. binder.)

1½" of A.C. overlay.

1½" min. A.C. overlay.

(1)

Typical Soil
33 LL
12 PI
93 % P200
(No Bucket)
0 % Gravel
0 % Coarse Sand
7 % Fine Sand
69 % Silt
24 % Clay
12 "R" Value (Corrected)
AASHO Classif. - A-6 (9)

18½" of crushed base.

IN PLACE
3"±A.C. or Oil Mat
8"-10" gravel base.

(1) Clayey Silt

Note:
The thickness of A.C. overlay recommended has been determined by deflection tests. Letter attached.

Other Traffic Classif.—Total Thickness	
Heavy	21.0"
Medium Heavy	17.5"
Medium	15.0"
Light	11.5"

		3½	A.C.
		2	Level
		18½	Cr Base
24		24	Present
	Future	1½	A.C.
		25½	Future

OVER EXISTING ROADWAY
Two Sections

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable material source to be determined by the Engineer.											

B.P.R.

cc Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Storage Engineer
Soils Engineer Division
Chief Locating Engineer
Rural Engineer

NOTED
LLOYD P. SHAW

Submitted by [signature]
Asst. Materials Engineer

Recommended by [signature]
Asst. Constructing Engineer

Recommended by [signature]

Approved by [signature]
Deputy of Materials & Research
Deputy State Highway Engineer

PAVEMENT TYPE SELECTION

INDEPENDENCE JCT.-WEST
WILLAMINA-SALEM
POLK COUNTY
PREFIX 27-1482

Principal Factors Governing Selection

1. Traffic Classification: VERY HEAVY — Present Average ADT 7600 — 1980 ADT 16,400 — % Heavy Vehicles (T)
   (NOTE: Increase classification one step for heavy logging use) (Logging Traffic)
2. Soils Characteristics: See design chart attached
3. Weather: Frost Penetration _____ Annual Rainfall 41.11
4. Performance of Similar Pavements in Area: Good X Fair _____ Poor _____
   Remarks: _____
5. Cost Comparisons: Not appropriate due to other factors

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: A.C.
7. Stage Construction: No problem
8. Depressed, Surface, or Elevated Design: Surface
9. Conservation of Aggregates: No problem
10. Stimulation of Competition: Not appropriate
11. Construction Consideration: No problem
12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: Not a factor
13. Traffic Safety: Not a factor
14. Availability of an Adaptation of Local Materials or of Local Commercially Produced Paving Mixes: Not a problem

CONCLUSION AND REMARKS:

Due to items 4 and 6, A.C. Wearing Surface has been selected. This is a widening of an existing 2 lane to a 4 lane facility. The present 2 lane roadway will receive an A.C. overlay and be utilized as the Eastbound Lanes.

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 21, 1963

SUBJECT: Deflection Beam Deflection Tests
West Salem - Independence Jct.
Section

To: Frank Bergen
Construction Engineer
Office

ATTENTION: D. J. Barbee

Attached is a chart showing results of 93 deflection tests on the subject project. The nine 500 foot (approx.) sections were chosen at random with the only criterion being sufficient sight distance on each end of the section for the heavy traffic control.

It will be noted that in general the deflections are well within the safe limit of 0.[illegible] inches. There is one area, however, which shows consecutive deflections outside the safe limit and the proposed 1½ inches of asphaltic concrete is not sufficient to reduce the deflections to the safe limit.

It is recommended that the west end of the project, from the beginning of the overlay to station 1250, be increased in thickness from the proposed 1½ inches to 3 inches. This area involves approximately a half mile.

There are some soft points in the remainder of the project as indicated at stations 1235+50 and 1113. It is my understanding that the proposal calls for removal of these scattered soft spots before paving in which case the proposed 1½ inch overlay would appear to be sufficient.

O. A. Wilk
Asst. Engineer of Materials

OAWilkerson

c.c. Tom Edwards
F. B. Yarbrough
R. D. Asbury
E. R. Protsell

RECEIVED
FEB 5 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 14 1963
FOR FILING

FORM E-30X—50M—5-62 43606

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 10, 1963

6046

SUBJECT:

To:

Mr. F. D. Morgan
Construction Engineer
Department

The City of Salem has recently requested permission to install a sanitary sewer line on the northerly side of the Willamina-Salem Highway in West Salem and also across the borrow pit acquired from Reimann and Lucas just northerly of the Capital Manor as shown on the attached drawings. Assistant Construction Engineer D. J. Barbee is quite familiar with this proposal.

The portion on the highway right of way will be covered by a pipe line permit as quickly as they make a minor adjustment in their Station 17+50 manhole location. The portion across the borrow pit acquired from Reimann and Lucas should be covered by an easement, since following our use of this property it will likely be offered for sale. Would you please arrange for such an easement.

As our contractor on the West Salem project may still have some need to enter this area, the easement should require the City to conduct their operations in such a manner as not to interfere with our contractor.

R. D. Asburry
Division Engineer

By

G. W. Wimer
Assistant Division Engineer

GWW:AM
cc Mr. Tom Edwards
Mr. W. H. Haskin
Mr. James Huffman
Mr. F. T. Lacey
Mr. D. C. King

NOTED
TOM EDWARDS

RECEIVED
JAN 11 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 10 1962
FOR FILE

6046

December 7, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 5 covering the revision of road approaches on the West Salem Section of the Willamina-Salem Highway in Polk County, Contract No. 6046, in connection with Federal-Aid Project No. U-322(5), F-325(5).

This work is necessary to eliminate hazardous conditions on the Elbert and Capital Manor road approaches, due to the increase in traffic to Capital Manor.

The grading work is to be done as extra work under this order; the drainage, surfacing and paving under Price Agreement No. 6 at contract bid prices.

This work was verbally approved November 9, 1962, by the BPR District and Area Engineers. Your approval as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:jb
Enc.

RECEIVED
NOV 7 1962
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

6046

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

November 5, 1962

Mr. Willard Taylor
Box 103
Deadwood, Oregon

Dear Mr. Taylor:

In reply to your recent letter regarding a trespass by our contractor on your property in West Salem, I must inform you that we have staked the right of way in this area and that the contractor has been informed that any use of property outside of the right of way would be subject to his dealing directly with the property owners.

We are not in the position where we can police the contractor's operations outside of our right of way limits and it would have to be treated the same as any other trespass.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

D. J. Barbee
Asst. Construction Engineer

DJB:jd
cc: General Files

Rt 103 Eddyville, Ore
October 19, 1962

CONSTRUCTION DIVISION
RECEIVED
OCT 22 1962
CE ACE ACE COE

Mr. O. J. Parker
Oregon State Highway dept
Salem, Oregon (Regarding Moorage property in west Salem)

Dear Sir:

We have had no further word on receiving any rental for ground used (by Contractor) since a few days after our conversation with you in your office some time ago.

We contacted Hamilton & Thomas foreman immediately after speaking to you, and two or three days after that we had a phone call from the contractor who hired Hamilton & Thomas. Nothing decided what would you suggest that we

Do now?

Doesn't the contractor have to furnish a bond to the Highway Department?

We only yesterday ~~received~~ were connected back to the electricity & still do not have the phone hooked up or I would call you.

Please advise as to what course you would take if you were in our shoes.

Respectfully yours,

Willard Taylor

FORM E-168X 100M 4-62

RECEIVED
NOV 2 1962
FOR FILE

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FINDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

6046

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

November 2, 1962

Mr. J. F. Stillwell
Traffic Safety Supply Co.
2324 SE Umatilla Street
Portland 2, Oregon

Dear Mr. Stillwell:

We are in receipt of your letter dated October 30, 1962, requesting information with respect to the acceptability of the color of the porcelain enamel color and gloss for the West Salem Section, Contract No. 6046.

In April of this year the Ingram-Richardson Mfg. Co. submitted a porcelain enamel sample. This sample was tested for both color and gloss and was approved in a letter dated April 12, 1962, from Mr. Tom Edwards to Mr. Ault, a copy of which was sent to Mr. Nelson of your company.

Signs with porcelain enamel of the same formulation previously submitted in April will be acceptable for use on the afore mentioned contract. This does not preclude further testing by the State to determine that the gloss rating specified in the Special Provisions is met.

Very truly yours,

Tom Edwards
Ass't. State Highway Engineer

By

F. B. Crandall
Traffic Engineer

DRA:sm
bc: Tom Edwards

RECEIVED
NOV 7 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

RECEIVED
SEP 27 1962
FOR FILING

6646

477 Cottage Street, N.E.
Salem, Oregon

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

September 26, 1962

A. W. Parsons, Division Engineer
Salem, Oregon

08-35.5

Oregon Projects U-322(5) & F-325(5)
West Salem Section, Willamina-Salem Highway
Order for State Force Work

Reference is made to our memorandum of September 21, 1962 concerning above subject. The Order for State Force Work was inadvertently dated as approved on September 21, 1962, which should be corrected to read September 12, 1962.

Please change your copy accordingly.

original To Young
Copy To Morgan
9-27-62

NOTED
R. L. PORTER

RECEIVED
SEP 25 1962
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

September 21, 1962

6046

T. Dee, Assistant Division Engineer
08-35.4-DA Salem, Oregon

West Salem Section
Willamina-Salem Highway
U-322(5) & F-325(5)
Contract #6046

Reference is made to your letter dated September 18, 1962 concerning subject order.

We are approving the use of State Forces as being in the public interest in accordance with PPM 21-6.3 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has trained men and specialized equipment to perform the work most economically.

3. The amount of the work is too small to warrant a separate contract.

Reimbursement will be made on an actual cost basis.

original to Young
with attachment
9-24-62

NOTED
R. L. PORTER

RECEIVED
SEP 19 1962
FOR FILING

September 18, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 5, Account No. 22L-238, covering seeding and mulching on the West Salem Section of the Willamina-Salem Highway in Polk County, Contract No. 6046, in connection with Federal Aid Project No. S-322(5), F-325(5).

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The State has the necessary special equipment to do the work more economically than by separate contract.

Your approval of this order on actual cost basis under the provisions of PPM 21-6.3 is requested.

The total estimated amount of the order is $1,280.00, with Federal participation of $768.00.

This work has been verbally recommended for approval by the BPR Area Engineer and the Field authorized to proceed September 12, 1962. Your approval of the order as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:jb

Enc.

RECEIVED
SEP 13 1962
FOR FILING

6046

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 14, 1962

SUBJECT:

To: Mr. F. B. Crandall
State Traffic Engineer
DEPARTMENT

The 50 M.P.H. Speed Zone on the Willamina - Salem Highway between M.P. 16.91 and M.P. 17.50 was revised on August 20, 1962, and a 40 M.P.H. Zone was posted between M.P. 16.91 and M.P. 17.11.

This zone is now posted to conform with the State Highway Commission Resolution No. 379, underdate of August 9, 1962.

A. E. Archibald
Sign Superintendent

AEArk

cc: Mr. Tom Edwards

NOTED
TOM EDWARDS

SEP 17 1962

RECEIVED
AUG 24 1962
FOR FILING

6046

August 24, 1962

Mr. A. W. Parsons
District Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of Indenture, File No. 32800, dated June 29, 1962, with the Southern Pacific Company relative to construction of the West Salem Section, Project No. U-322(5).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:jb

RECEIVED
AUG 22 1962
FOR FILING
11-22 (5)
4016

Salem, Oregon
August 21, 1962

Mr. L. I. Lindas
Chief Counsel
BUILDING

Attention Mr. J. N. Hershberger

Herewith a completed copy of an indenture covering a minor encroachment on the West Salem project of the Willamina-Salem Highway. When you have made what copies you need for your own records, please forward this to Mr. Query for filing.

G. S. Paxson
Deputy State Highway Engineer

GSP:ms
attach.
cc Mr. Floyd Query

2-62

S-2660

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

IN REPLY PLEASE REFER TO

A. W. KILBORN
SUPERINTENDENT

August 20, 1962

322

Mr. Forrest Cooper
State Highway Engineer
State Highway Department
Salem 10, Oregon

Attention: Mr. G. S. Paxson
Deputy State Highway Engineer

Dear Sir:

Referring to your construction of Willamina-Salem Highway, with particular reference to highway embankment slope near West Salem:

Herewith your copy of indenture dated June 29, 1962. If placed of record, please advise recording data.

Yours truly

A W Kilborn

RECEIVED
AUG 21 1962
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. S. PAXSON

RECEIVED
AUG 17 1962
FORM E-30X—30M—11-61—40291

FOR FILING

6046

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
August 15, 1962

SUBJECT: Speed Zone
Willamina-Salem Hwy.
Community of Derry

To:
W. O. Widdows
Assistant Maintenance Engineer
SHOPS

Agenda Item: 4a-1

At its meeting of August 9 the State Highway Commission rescinded Speed Zone Resolution No. 312, dated September 24, 1959 and established the following speed zone on the Willamina-Salem Highway, No. 30, (ORE22) in the community of Derry:

40 MPH ... from a point 200' west of the Southern Pacific Railroad crossing (M.P. 16.91) and a point 0.16 mile east of the Southern Pacific Railroad crossing (M.P. 17.11).

Attached are sketches to aid you in posting this restriction. Will you please notify Mr. Edwards as well as this office when this has been accomplished.

V. P. Johnson
Traffic Control Engineer

njc
Attachment
cc: Tom Edwards
J. D. Walker - Att.
F. T. Lacey - Att.

NOTED
TOM EDWARDS

RECEIVED
AUG 16 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 19 1962

FOR FILING
4-322 (5)
6046

July 19, 1962

The District Engineer
U. S. Corps of Engineers
628 Pittock Block
Portland 5, Oregon

Re: NPPEN - 1.4
NPP 285/70a(Mill. R.-Fill)-5

Dear Sir:

Reference is made to the permit dated 11 April 1961 issued by you to this Department for constructing a highway fill in the Willamette River (Mile 83 to 87) near West Salem.

The permit, in addition to the highway fill, also covers a borrow area as is indicated on Sheets 2 and 3 of the permit drawings. By terms of the federal-aid highway contract now underway, it is the responsibility of the contractor to furnish the required borrow materials so the need for the portion of the permit covering excavation is no longer necessary.

It is requested that the permit be amended or modified to cover the highway embankment only.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Assistant State Highway Engineer

RLPtajw

cc Forrest Cooper
F. D. Morgan - with Construction file
J. D. Walker

RECEIVED
JUL 17 1962
FOR FILING
4-322 (5)

July 16, 1962

Mr. E. M. Williamson, Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

Dear Sir:

Under date of June 14, you sent us an easement indenture covering a minor slope encroachment on your right of way adjoining the Willamina-Salem Highway, West Salem Section. I am returning both copies of this indenture and request that when it is completed, one copy be returned to us for our files.

The indenture as forwarded to us contains a description of the property in which it was listed as "...at or near Engineer Station "A" 1292+20...". This is an error and should have read 1293+20. We changed this on our copies, prior to execution by the Highway Commission, to read the correct station number.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

GSP:ms
enc. (2)

cc Mr. A. W. Kilborn
bc Mr. Forrest Cooper
Mr. F. B. Klaboe

FORM E-183

COMMISSIONERS
GLENN L. BAKER, CHAIRMAN
MEDFORD
KENNETH H. RIDLEY, MEMBER
WAGE
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY
SALEM

RECEIVED
JUL 13 1962
FOR FILING

6 c 4 6

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

July 13, 1962

Mr. Ralph W. G. Wyckoff
Attorney at Law
3030 Commercial St., S.E.
Salem, Oregon

Re: State of Oregon v.
T. T. Croser, et al.
Case No. 15922
L-4029 R-32573
Bonneville Station-
Patterson Avenue
Willamina-Salem
Highway

Dear Mr. Wyckoff:

Your letter of July 9, 1962, addressed to the Secretary of the State Highway Commission, has found its way to my desk for reply.

As you suggested in our telephone conversation last week, I have investigated your clients' claim that employes of the Highway Commission, or its contractors, have been removing gravel from your clients' property without their knowledge or consent. I am now informed that the contractors, Slate & Hall, have made arrangements for the purchase of gravel from the River Bend Sand & Gravel Company, which claims ownership of the property from which the gravel is being taken. These arrangements were made by the contractors on their own initiative. The contractors were not directed by the Highway Commission or its representatives to obtain gravel from this source.

NOTED
FORREST COOPER

We wish to thank you for calling this matter to our attention; however, we feel that, under the circumstances, it would not be appropriate for the Highway Commission to become involved in the controversy and suggest that you continue your negotiations with the contractors and the River Bend Sand & Gravel Company.

Very truly yours,

L. I. LINDAS
Chief Counsel

By
TED E. BARBERA
Staff Attorney

TEB:rh

cc: ✓Mr. Forrest Cooper
Mr. Floyd A. Query
Mr. L. I. Lindas

RECEIVED
JUL 13 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 12 1962
FOR FILING
6046

July 12, 1962

Mr. Ralph W. G. Wyckoff
Attorney at Law
3030 Commercial Street S. E.
Salem, Oregon

Dear Mr. Wyckoff:

We have your letter of July 9 calling attention to an alleged trespass of Slate & Hall, Contractors, on your clients' property on the Salem-Willamina Highway, near West Salem.

The construction project to which you refer is our Contract No. 6046, awarded to Fred H. Slate Company, Oreg. Ltd., and E. C. Hall Construction Co.

I note that copies of your letter have been sent to Mr. Forrest Cooper, State Highway Engineer, and Mr. L. I. Lindas, Chief Counsel. Mr. R. L. Porter, Assistant State Highway Engineer and I have discussed your letter briefly. It is being referred to Mr. Lindas for reply.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Mr. Forrest Cooper
Attn: Mr. R. L. Porter

Mr. L. I. Lindas

FQ:fp

PHONE 363-6508

RALPH W. G. WYCKOFF
ATTORNEY AT LAW
3030 COMMERCIAL STREET S. E.
SALEM, OREGON

July 9, 1962

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

I am the attorney for Rex P., Marian and Ray E. Swearinger who are the owners of an undivided three-fourths interest in the real property which is particularly described on the attached sheet. The property lies between the Southern Pacific right-of-way and the Willamette River opposite and westerly to Engineers Center Line Station 1270 of the Salem-Willamina Highway in Polk County, Oregon.

The contractor Slate & Hall has been discovered going upon my clients' property and removing vast quantities of gravel. This has been done without my clients' consent and until last week without their knowledge. Sections 1.7.13, 1.7.14, 1.7.15 and 1.7.16 of the general provisions of the contract relating to the protection of property and persons and the restoration of damaged property are appropriate in this situation.

This matter is particularly called to your attention so that you might be informed of the damage done to my clients' property and so that also the members of your organization be charged with such knowledge and so that appropriate action will be taken by your organization to assure the restoration of my clients' property to its original condition.

Very truly yours,

Ralph W. G. Wyckoff

CERTIFIED MAIL

cc Forrest Cooper
State Highway Engineer
Leonard I. Lindas
Chief Counsel, Oregon State Highway Department

Rex P. Swearinger

RECEIVED
JUL 11 1962
OREGON
STATE HIGHWAY COMMISSION

Beginning at a point 4465 feet South and 200 feet North 86° 36' East from the quarter corner on the North line of Section 29 of Township 7 South, Range 3 West of the Willamette Meridian in Polk County, Oregon, which point is on the South boundary of the Southern Pacific Railroad right of way; thence following the South boundary of said railroad North 78° 46' East 200 feet, North 70° 30' East 200 feet, North 62° 37' East 200 feet, North 55° 0' East 200 feet, North 46° 35' East 200 feet, North 37° 40' East 232 feet, North 33° 55' East 300 feet, North 39° 41' East 200 feet and North 43° 0' East 176 feet to the West boundary of the land of Isaiah Elbert as described in Volume 42, Page 231, Deed Records of Polk County, Oregon; thence South 50° 30' East 730 feet to the left or North bank of the Willamette River; thence along the left or West bank of the river, South 57° 15' West 1025 feet to a stake in the road to the gravel bar; thence South 52° 35' West 322 feet to a stake; thence North 15° 03' West 60 feet to a stake on the center line of old railroad bed to gravel bar; thence South 74° 57' West 260 feet; thence South 81° 49' West 100 feet; thence South 87° 31' West 100 feet; thence North 82° 20' West 400 feet to the place of beginning.

RECEIVED
1962
FOR FILING

FORM E-20 EDM 11-61 40250

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 20, 1962

SUBJECT: Easement
West Salem-Rickreall Section
Salem-Willamina Highway
File No. 32800

To: Mr. G. S. Paxson
Deputy State Highway Engineer

OFFICE

Attached are two duplicate originals of an easement indenture covering a slope encroachment upon a Southern Pacific right of way in the West Salem project.

The indenture has been examined, is approved as to form and is returned to you for presentation to the Highway Commission. Your attention is called to the fact that in the description as it was formerly written the railroad company had erroneously shown the Highway Engineer's Station as 1292+20; whereas, in fact, the station was 1293+20. This number has been changed on the duplicate originals furnished to the department by the railroad. This change should be pointed out to the railroad at the time the documents are forwarded to them for execution after the Commission has executed the same.

J. N. Hershberger

JNH:bjk
Attachments (2)

J. N. HERSHBERGER
Staff Attorney

RECEIVED
JUN 19 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 22 1962
FOR FILING

6046

Salem, Oregon
June 20, 1962

Mr. Forrest Cooper
State Highway Engineer
O f f i c e

A few weeks ago you asked for a report on the affect of the highway improvement in West Salem on the Taylor moorage.

This Department used every possible means to preserve as much of the boat moorage as was possible. The problem was extremely difficult in that any shift in alignment, so as to take less of the moorage property, would have required a greater taking and inflicted a greater damage on the Pamilite Block Plant just to the east. While none of the moorage itself was actually acquired, the boat ramp will be covered with highway embankment and a considerable portion of the parking area has to be acquired.

Negotiations on this property have been very unsatisfactory because the Taylors did not see fit to settle for any figure that could be recommended to the Highway Commission and would be accepted by the Federal Bureau of Public Roads. Competent appraisers have placed a value of $24,500 on the entire Taylor property and the State made them a proposition of $22,000 plus a vehicular underpass for the part needed for right of way. With the construction of the underpass and should the Taylors so desire, it is felt that this moorage could be kept operable, and it would be possible to construct an alternate boat ramp and it should be possible to acquire additional property to provide parking space from the ownership to the west.

This is my own opinion and I have nothing to confirm it except observation; but it appears that since the Salem Yacht and Boat Club moved a mile or so upstream and after the city constructed a boat ramp near the Marion Street Bridge, the Taylor moorage is probably not as an attractive venture as it was in the past.

The Highway Department has done everything possible to preserve the greater portion of the boat moorage and any other scheme would have been, not only more expensive, but would have seriously damaged other going businesses. A sketch map of the situation is attached.

R. L. Porter
Assistant State Highway Engineer

RLP:ajw
Attachment

REPORT ON TAYLOR'S BOAT MOORAGE IN WEST SALEM

The property in question is owned by Ruth Taylor. The location of this property is in the path of the highway relocation. This resulted in extensive taking of the Taylor property, a great reduction in the parking area and covering up the existing boat launching ramp with the highway fill. The State Highway Department recognized the fact that this is a popular recreational area and so a vehicular underpass is being provided for access.

Right of way was held to a minimum through the property. Any shift in alignment to miss the existing boat launching ramp would have taken several buildings at the Pumilite Block Plant. The easement across this property is for access to the adjacent property and for a drainage ditch.

Two offers were made to the property owner but they were refused. The offers were for land, improvements, and damages. An offer with no access was made for $24,500. For access through the vehicle underpass an offer of $22,000 was made. A condemnation complaint was filed February 8, 1962 offering the $22,000.

It is possible that the boat launching ramp could be relocated approximately 40 feet south and approximately parallel to the southerly highway right of way line. This location is shown on the attached map.

An area for parking could possibly be obtained from the property owner adjacent to the Taylor property on the west side. This would be in the area of the abandoned log dump.

These areas for a boat launching ramp and parking area are possibilities only and are not intended to be the final location.

The attached map shows the Taylor property, the taking, the remainder and possible relocations for the boat launching ramp and the parking areas.

DT:db

Oregon State Highway Department

Taylor's Property

BONNEVILLE STA. - PATTERSON AVE. SECTION

Willamina - Salem Highway

POLK COUNTY

Scale 1" = 100'

Easement

R/W Taking

Remaining Property

Possible Boat Launching Ramp

City Limits

420

220

220

80

75

1298

654+00

657+00

32800

32800

N. 87° 52' E.

32574

① 3.63 AC.

110'

④

Outlot 6

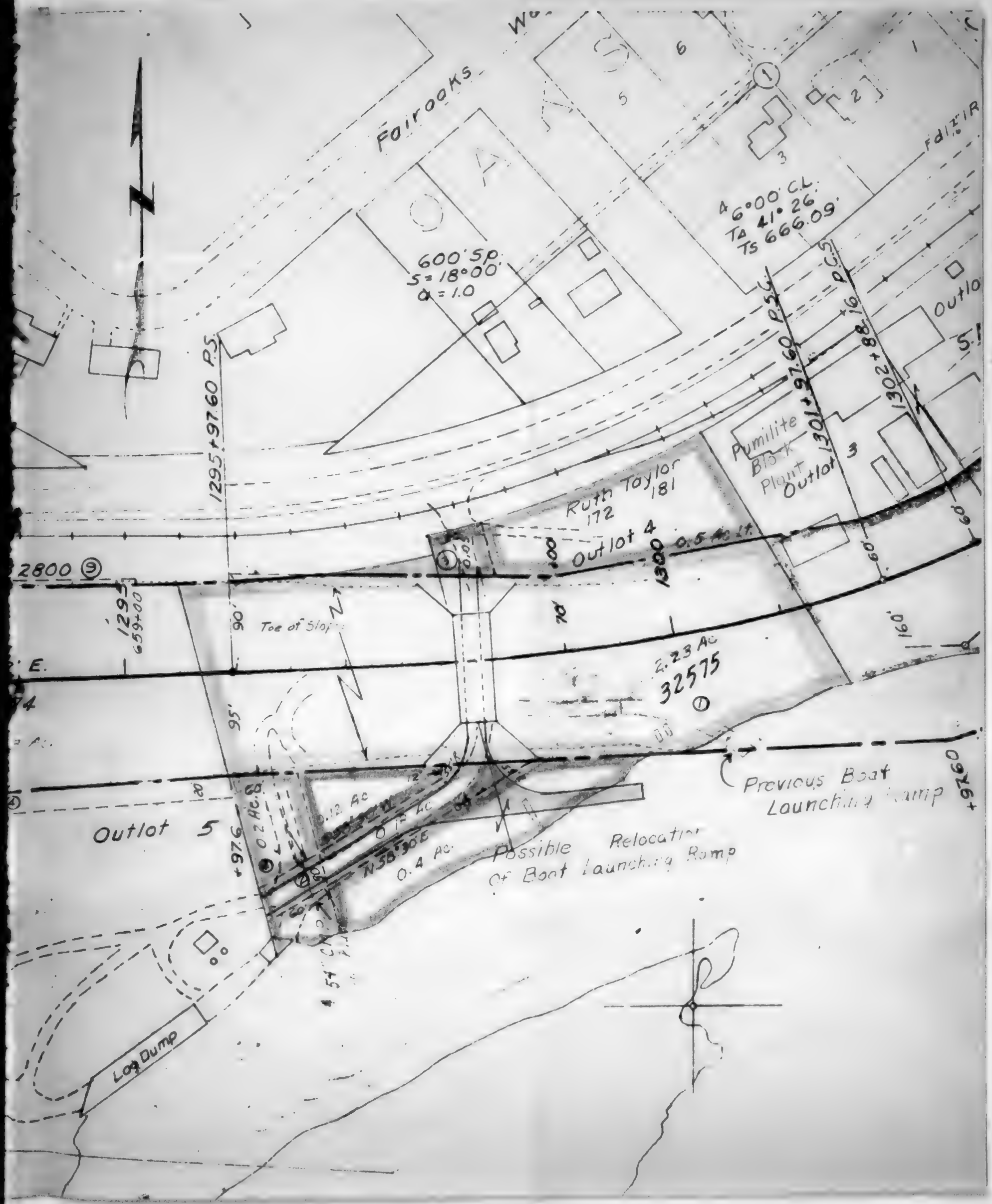
1285+93.09 P.C.S.

1287+21.26 P.O.S. = R.R. 650+65.65 P.O.C.

1291+93.09 P.T.

600' Sp.
S = 18° 00'
a = 1.0

6° 00' C.R.
T.A. 47° 42'
T.S. 728.11'


Fairoaks
600' SP
S = 18°00'
a = 1.0
Δ 6°00' C.L.
TA 41.26
Ts 666.09
1295+97.60 P.S.
1301+97.60 P.C.S.
1302+88.16
Pumilite Blk
Plant Outlot 3
Ruth Taylor 181
172
Outlot 4
1300
0.5 Ac. ft.
2800
1295+59.00
90'
Toe of Slope
95'
2.23 Ac
32575
160'
60'
Previous Boat Launching Ramp
Outlot 5
0.2 Ac.
0.12 Ac
0.1 Ac
N58°30E
0.4 Ac
Possible Relocation of Boat Launching Ramp
Log Dump

3-62

8-2705

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

H. M. WILLIAMSON
CHIEF ENGINEER—SYSTEM
R. C. NISSEN
ASSISTANT CHIEF ENGINEER
W. J. JONES
ENGINEER MAINTENANCE OF WAY AND STRUCTURES—SYSTEM
G. J. LYON
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES
A. D. DeMOSS
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES
C. E. NEAL
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES

IN REPLY PLEASE REFER TO
913306/323
O-PD-WSM-60-29

June 14, 1962

Mr. Forrest Cooper
State Highway Engineer
State of Oregon
State Highway Department
Salem, Oregon

Attention: Mr. G. S. Paxson
Deputy State Highway Engineer

Dear Sir:

In reviewing your construction plans for the project which includes a highway overpass between West Salem and Winona, we noticed a minor slope encroachment on our right of way covering an area 3 feet wide by 200 feet long, as shown in yellow tint on the attached two prints of Portland Division Drawing A-2436, dated May 4, 1962.

We have had prepared, and enclose herewith, duplicate counterparts and one copy of proposed easement indenture between Southern Pacific Company and the State of Oregon, by which the State is granted the right to construct, reconstruct, maintain and use a highway embankment slope on the property described.

If you find the document satisfactory, will you please arrange for execution of both counterparts on behalf of the State and return them to us for further attention. The extra copy is for your immediate use, pending final execution.

Yours very truly,

HM Williamson
B

Attachs.

RECEIVED
JUN 18 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 22 1962
FOR FILING
6046

7805 S. W. 40th Avenue
Portland 19, Oregon

June 19, 1962

RE: CONTRACT NO. 6046
WEST SALEM SECTION
WILLAMINA-SALEM HIGHWAY
POLK COUNTY

Oregon State Highway Department
Salem, Oregon

Gentlemen:

This is to notify you that our subcontractor Hamilton & Thoms, Inc. has been unable to commence operations on the above numbered contract due to the current strike of the Ironworkers.

This condition has existed since May 28, 1962 and we accordingly ask that appropriate time allowance be made in total number of days allocated for completion of this project.

Very truly yours

SLATE-HALL

Fred H. Slate

Partner

cs

CC: Hamilton & Thoms, Inc.
P. O. Box 726
Eugene, Oregon

6-21-62
Original to Merchant
HH

RECEIVED
JUN 20 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 6 1962
FOR FILING

FORM E-30X—50M—11-61—40231

6146

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 5, 1962

To: Mr. L. I. Lindas
Chief Counsel

OFFICE

SUBJECT: Mr. Pete Harms
Water Line Adjustment
West Salem Section
Willamina-Salem Highway
Polk County
Project F-325(5); U-322(5)

We refer to your letter of March 2, 1962, paragraph 4, in which is stated that there is a water line along Rosewood Drive between Station 1+60 and Station 4+00 and a crossing in the vicinity of Station 3+75 which are on public roadway right of way and are to be adjusted at Mr. Harms' expense.

Mr. Harms informed Mr. D. C. King, Resident Engineer on the project, this morning that he was not going to move this line and that the State would have to do it at its expense.

The contractor has started work in this area and the line must be moved.

Mr. Fred W. Sugnet, Assistant Utility Liaison Engineer, with Mr. D. C. King, Resident Engineer on the project, and Mr. Jim Huckabe, the contractor's superintendent, met with Mr. Pete Harms this morning on the project. Mr. Harms was again informed that it was his obligation to move this line in order that the contractor be able to proceed with the work. He was also informed that if necessary the State would have the work done by the contractor and the cost would be deducted from the amount agreed upon by him and the State for the adjustment of that portion of the water line which is the State's obligation.

In view of the above, it is recommended that Mr. Pete Harms be again informed of his obligation and to move the water line immediately, and that if he does not do this the State will then order the work done by the contractor. The State will then pay the contractor for the work and will deduct this cost from the amount to be paid Mr. Harms for the reimbursable work.

F. D. Morgan
Construction Engineer

By
F. B. Klaboe
Assistant Construction Engineer

FWS:bjh

cc: G. S. Paxson
R. L. Porter
L. H. Young
J. D. Walker
D. C. King
C. H. Maison

RECEIVED
JUN 4 - 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 4 1962
FOR FILING

6046

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem 10, Oregon
May 30, 1962

SUBJECT: Construction Speed Zone
Willamina-Salem Highway

Agenda Item: 3c(2)

To:

MEMO TO FILE

The State Highway Commission at its meeting of May 25 approved the placement of the following temporary construction speed zone:

30 MPH ... on the west Salem Section of the Willamina-Salem Highway in Polk County between M.P. 23.76 and 24.51 effective 8 a.m., PST, April 20, 1962.

F. B. Crandall
Traffic Engineer

njc

cc: Tom Edwards
J. D. Walker
F. T. Lacey

RECEIVED
MAY 31 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

RECEIVED
JUN 22 1962
FOR FILING
6046

Salem, Oregon
May 23, 1962

Mr. Porter

Boat Moorage
West Salem

Warne Munn called me this date and stated that a Mr. Don Wells, who was connected with Merrill Ohling and who is a member of the Marine Board, was complaining about our taking in connection with the boat moorage on the left bank of the Willamette River in West Salem. He stated that there was no room left for parking and that we had eliminated any possibility of a boat ramp.

Will you please prepare a report that we may send to Mr. Munn showing the ownership, the taking, the remainder, the payments and what for, and any suggestions that you might have as to restoring this facility. I admit that this is a hard one to follow but I will discuss it with you if you wish.

Forrest Cooper
State Highway Engineer

FC:fn
cc G. S. Paxson
Victor D. Wolfe

RECEIVED
MAY 1962
FOR FILING

FORM CD-121
(9-62-591)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street N.E.
Salem, Oregon

DATE: May 3, 1962

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

6046

FROM : C. G. Polk, Division Engineer
Salem, Oregon

By: T. Dec
T. Dec, Acting Division Engineer

Copy To
C. G. Polk
5-8-62

SUBJECT: Utility Adjustment
Salem Electric Company
Oregon Projects U-322(5) and F-325(5)

Your letters of February 19, 1962, April 13, 1962 and May 3, 1962 and the Utility Company's letters of April 10, 1962 and April 20, 1962, with accompanying cost estimates and sketch maps, are approved as the basis for an agreement covering the relocation of the Utility facilities required by construction of the subject projects.

Authorization to proceed with the adjustments at Station 1315+03 was given as of April 18, 1962, and you are authorized to proceed with the rest of the work as of this date. Reimbursement will be subject to the provisions of PPM 30-4.

RECEIVED
MAY 7 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 3 1962
FOR FILING

6646

May 3, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

West Salem Section
Willamina-Salem Highway
Polk County
Project Nos. U-322(5) and F-325(5)

Please refer to our letter of April 16 and your letter of April 23, 1962, regarding submission of data covering adjustments of the facilities of Salem Electric Company on the subject project.

We are resubmitting herewith the data covering the adjustments, with the estimates of cost corrected as to form, as requested in your letter.

Approval of the adjustment near Station 1315+03 was included in your letter of April 23, 1962, with authorization to proceed with the work as of April 18, 1962. Your approval of the agreement as a whole and authorization to proceed with the rest of the work as of this date are requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:bb

477 Cottage Street, N.E.
Salem, Oregon

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

April 23, 1962

Attention: Mr. L. H. Young

C. G. Polk, Division Engineer
08-35.5 Salem, Oregon

Utility Adjustment - Salem Electric Company
West Salem Section - Willamina-Salem Highway
Oregon Project F-325(5); U-322(5)

We are returning correspondence and estimates submitted with your letter of April 16, 1962 concerning the above referenced utility adjustment. The cost estimate as submitted by the utility company is not acceptable. This confirms phone advice that your office would obtain a new cost estimate from the utility.

Confirming verbal advice, you are authorized to proceed with the adjustment required near Station 1315+03 as of April 18, 1962. This adjustment is covered by your letter of April 13, 1962 and the cost estimate of $189.36 submitted by the utility.

Attachments

RECEIVED
APR 27 1962
FOR FILING

6046

April 27, 1962

Oregon State Highway Commission

Gentlemen:

Your concurrence is requested in the establishment of a 30-mile-per-hour construction speed zone on the West Salem Section of the Willamina-Salem Highway. This is between Mile Point 23.76 and Mile Point 24.51 in Polk County.

This speed zone was placed in effect at 8:00 a.m. on April 20.

The matter will be on the agenda of the Highway Commission meeting on May 25.

Very truly yours,

Forrest Cooper
State Highway Engineer

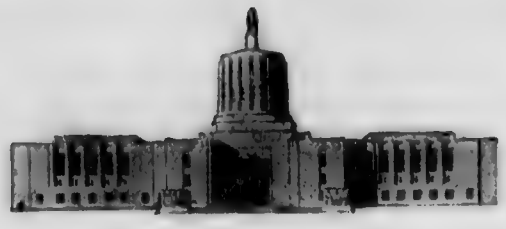
cc R. L. Porter
Tom Edwards
Victor D. Wolfe
F. B. Crandall

RLP:ajw hlb

RECEIVED
FORM E-123-X 50M 1-61
APR 23 1962
FOR FILING

COMMISSIONERS:
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM
April 20, 1962

Mr. Holly Holcomb, Deputy Sup't.
Department of State Police
107 Public Service Bldg.
Salem, Oregon

Dear Mr. Holcomb:

Effective 8:00 a.m., Friday, April 20, permission was granted for the establishment of a 30 MPH construction speed zone on the West Salem Section of the Willamina-Salem Highway between M.P. 23.76 and M.P. 24.51.

Very truly yours,

Tom Edwards
Assistant State Highway Engineer

By J. Al. Head

J. Al. Head
Assistant Traffic Engineer

pk
bc: Tom Edwards

RECEIVED
APR 23 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

RECEIVED
APR 19 1962
FOR FILES

FORM CO-171
10-21-511

UNITED STATES GOVERNMENT

Memorandum

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street N.E.
Salem, Oregon

DATE: April 13, 1962

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

6646 Polk

FROM : C. C. Polk, Division Engineer
Salem, Oregon

SUBJECT: Utility Adjustment
Western Union Telegraph Company
Willamina-Salem Highway
Project U-322(5)

Your letter of October 17, 1960, letter from Western Union Telegraph Company dated March 30, 1961 with sketch maps, and your letter of April 4, 1961 are approved as the basis of an agreement between the State and Utility.

Authorization to proceed with the work is granted as of this date. Reimbursement will be subject to the provisions of PPM 30-4.

Copies To:
Nelson
Gurney
4-19-62

RECEIVED
APR 13 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

RECEIVED
APR 3 1962
FOR FILE

Form CD-121
10-22-59

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street N.E.
Salem, Oregon

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: March 30, 1962

6146

FROM : C. G. Polk, Division Engineer
Salem, Oregon

By: T. Dec
T. Dec, Acting Division Engineer

SUBJECT: Utility Adjustment Water Line
Mr. Peter Harms - Private Utility
Willamina-Salem Highway
West Salem Section
Project F-325(5), U-322(5)

Your letters of March 2, 1962, March 15, 1962, and the Utility's letter (Mr. Harms) dated March 22, 1962, together with cost estimate and sketch map, are approved as the basis for your State-Utility agreement.

You are authorized to proceed with the work as of this date. Reimbursement on a lump sum basis in the amount of $1,965.14 is approved subject to the provisions of PPM 30.4, and the following conditions:

The project identification on the primary portion should read F-325(5) rather than F-325(17) as it appears on part of the correspondence.

A breakdown of the cost applicable to the urban portion and the cost applicable to the primary portion will be furnished.

The estimate to serve as the basis for the preparation of the Project Agreement for Urban Project U-322(5) will include the cost of this work since it was not included in the PS & E submission.

Copies To
C/Olney
Willamina
APR 3 1962

NOTED
R. L. PORTER

RECEIVED
MAR 23 1962

FRED H. SLATE CO.
OREG. LTD.
7805 S. W. 40TH AVENUE
PORTLAND 19, OREGON
CHERRY 6-4217

6046 Copies To
Porter

3-23-62

SKILL, INTEGRITY RESPONSIBILITY

E. C. HALL CONSTRUCTION CO.
11655 S. W. BARBUR BLVD.
PORTLAND 23, OREGON
MERCURY 9-1116

SLATE-HALL
GENERAL CONTRACTORS

In reply address correspondence to:

7805 S. W. 40th Avenue
Portland 19, Oregon

March 21, 1962

REFERRED TO
State Hwy Engr

Re: CONTRACT NO. 6046
WEST SALEM
FAP-U-322(5)F-325(5)

Oregon State Highway Department
Salem, Oregon

Gentlemen:

It is our understanding that the above numbered project has now been awarded to the Fred H. Slate Co. Oreg. Ltdd. and E. C. Hall Construction Co.

Reference is made to Revision Letter No. 2 dated February 14, 1962 to prospective bidders on the above project. In conformity to the provisions of the Revision Letter No. 2, we hereby notify you of our election to use the State-controlled Borrow area.

Should you desire any further information on this, please contact us at the above address.

This is a corrected copy of a letter written you as of March 9th in which the contract number and Federal Aid Project number were erroneous on the first letter.

Very truly yours

SLATE-HALL

Leonard A. Runkle

Leonard A. Runkle
Partner

AEH:cs

Porter

RECEIVED
MAR 22 1962
OREGON
STATE HIGHWAY COMMISSION

FRED H. SLATE CO.
OREG. LTD.
7805 S. W. 40TH AVENUE
PORTLAND 19, OREGON
CHERRY 6-4217

SKILL, INTEGRITY RESPONSIBILITY

E. C. HALL CONSTRUCTION CO.
11655 S. W. BARBUR BLVD.
PORTLAND 23, OREGON
MERCURY 9-1116

SLATE-HALL

GENERAL CONTRACTORS

In reply address correspondence to:

7805 S. W. 40th Avenue
Portland 19, Oregon

March 21, 1962

Re: Contract No. 6046
WEST SALEM
FAP - U-322(5)F-325(5)

Oregon State Highway Department
Salem, Oregon

Gentlemen:

Reference is made to the above numbered contract. This is to officially notify you that the correspondence, estimate checks, or any other correspondence pertaining to the above numbered project should be addressed to 7805 S. W. 40th Avenue, Portland 19, Oregon.

It is requested that your records conform to this address.

This is a corrected copy of a letter written you as of March 9th in which the contract number and Federal Aid Project number were erroneous on the first letter.

Very truly yours

SLATE-HALL

Leonard A. Runkle

Leonard A. Runkle
Partner

AEH:cs

RECEIVED
MAR 22 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 21 1962
FOR FILING

March 21, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the West Salem Section of the Willamina-Salem Highway in Polk County, Contract No. 6046, in connection with Federal Aid Project No. U-322(5), F-325(5).

Very truly yours,

Forrest Cooper
State Highway Engineer

By L. A. Hamblin
For L. H. Young
Office Engineer

DBP:mmb
Enc.

RECEIVED
MAR 21 1962
FOR FILING

March 21, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering the removal of debris from embankments on the West Salem Section of the Willamina-Salem Highway in Polk County, Contract No. 6046, in connection with Federal Aid Project No. U-322(5), F-325(5).

This work is noted in the Special Provisions of the contract and is included in the Project Authorization as an anticipated item "Extra Clearing".

Very truly yours,

Forrest Cooper
State Highway Engineer

By J. A. H.

For. L. H. Young
Office Engineer

DBP:mmb
Enc.

RECEIVED
MAR 21 1962
FOR FILING

March 21, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering directional signing on the West Salem Section of the Willamina-Salem Highway in Polk County, Contract No. 6046, in connection with Federal Aid Project No. S-322(5), F-325(5).

This work is necessary for the direction and guidance of traffic during construction. It does not include lights, barricades and warning signs required of the contractor for the safety of traffic and workmen. This was an anticipated item and was included in the PS&E documents.

Very truly yours,

Forrest Cooper
State Highway Engineer

By J. A. H.
for L. H. Young
Office Engineer

DBP:mmb
Enc.

RECEIVED
MAR 8 1962
FOR FILING
6046

Salem, Oregon
March 5, 1962

West Salem Section
Willamina-Salem Highway

Mr. R. L. Porter
Assistant State Highway Engineer
OFFICE

I attach hereto the proposal of Slate and Hall for the West Salem project. Through misinterpretation of revision letter No. 2 sent out to all bidders on this project, they entered no bid on Item No. 72.

I discussed this with Mr. Rohde and he advises that the contract can be made up, eliminating Item No. 72 from the contract entirely and that the signs covered in this item can be negotiated as an Extra Work Order during construction.

Our estimate of Item No. 72 was $522.50. Mr. Slate advises me that the bid which they would have made had they not misinterpreted the letter would have been $395.

G. S. Paxson
Deputy State Highway Engineer

GSP:ms
attach.
cc Mr. Forrest Cooper
Mr. L. H. Young

Original To Young
with book
5-5-62

FORM CD-121
(9-23-39)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. NE
Salem, Oregon

TO : Forrest Cooper, State Highway Engineer
Salem, Oregon

6046

DATE: March 2, 1962

FROM : C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

Young
MAR 1962

SUBJECT: Oregon Projects U-322(5) and F-325(5)

This is to advise of our prior concurrence as of this date in award of Contract No. 6046 for Oregon Project U-322(5), West Salem Section, Willamina-Salem Highway to Fred H. Slate Company and E. C. Hall Company of Portland, Oregon, low bidder in the total amount of $1,683,512.55 for this project and Project F-325(5) at the February 28, 1962 bid opening.

cc: Region
Washington

RECEIVED
MAR 5 1962
STATE HIGHWAY ENGINEER

NOTED
R. L. POTTER

FORM CD-121
10-22-59

UNITED STATES GOVERNMENT

Memorandum

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. NE
Salem, Oregon

TO : Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: March 2, 1962

6046

FROM : C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

Young
MAR 6 1962

SUBJECT: Oregon Projects F-325(5) and U-322(5)

This is to advise of our prior concurrence as of this date in award of Contract No. 6046 for Oregon Project F-325(5), West Salem Section, Willamina-Salem Highway to Fred H. Slate Company and E. C. Hall Company of Portland, Oregon, low bidder in the total amount of $1,683,512.55 for this project and Project U-322(5) at the February 28, 1962 bid opening.

cc: Region
Washington

RECEIVED
MAR 5 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

RECEIVED
MAR 5 1962
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER

G. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

March 2, 1962

1046

Frank H. Slate Co. & E. C. Hall Co.
11655 Barbur Boulevard
Portland, Oregon

Gentlemen:

The State Highway Commission on March 2, 1962 awarded to you State Highway Contract No. 6346 for the following project:

Grading, paving, structures and signing on the West Salem Section of the Willamina-Salem Highway in Polk County.

This award was based on your bid of $1,681,812.55 which was the low bid submitted to the Commission on February 26, 1962 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

cc: Frank Morgan
L. H. Young
R. G Savage (SIAC)
I. D. Merchant

RECEIVED
MAR 5 1962
COMMISSIONERS
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

U-322(5)
6.4.4

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 1, 1962

Capital Manor, Inc.
Post Office Box 2081
Salem, Oregon

Files Nos. 33463 and 33464
Bonneville Station-Patterson
Avenue Section
Willamina-Salem Highway
Polk County

Gentlemen:

Following my conversation today with Messrs. Paxton, Griswold, and Lind, designed to clarify the matter of reseeding and topsoiling operations, our conditional acceptance of the proposals contained in your letter of February 26, 1962, may be modified as follows:

It is understood that the requirement to seed excavation slopes, and to place topsoil upon the finished floor excavation, covers only that portion of the former Fluitt property which is being excavated under lease terminating on November 1, 1962.

Upon that basis, we agree to complete the reseeding and topsoil operations no later than June 30, 1963.

Very truly yours,

L. I. Lindas
Chief Counsel

By

Walter T. Wright
Right of Way Engineer

WTW:ag

cc Mr. R. L. Porter ✓
Mr. F. D. Morgan
Mr. J. D. Walker
Mr. L. I. Lindas

RECEIVED
MAR 2 1962
OFFICE OF
STATE HIGHWAY ENGINEER

February 27, 1962

Capital Manor, Incorporated

Salem, Oregon

Gentlemen:

This will acknowledge receipt of your memorandum of February 26, 1962 relative to various meetings between representatives of this Department and your Agency.

The understanding set forth in your letter generally conform to my own with this exception:

While we had discussed the advantage to the State in obtaining an extension to June 30, 1963 of the earth removal easement of portions of the Flaitt property, I recall nothing which would indicate that all reseeding and topsoil operations would be completed by June 30, 1963.

I believe that is possible, and we will make every effort toward that end; however, this work must obviously be deferred until the removal of earth is completed, and I would like our acknowledgment of the statements so conditioned.

Relative to the use of the Rail Road easement, the conditions set forth are satisfactory with this understanding: We will remove only such buildings, foundations, or trees as may be required to expeditiously remove the earth materials.

All other matters set forth in your letter conform to my understanding from our conferences.

Very truly yours,

L. I. Limbs
Chief Counsel

By

Walter T. Wright
Right of Way Engineer

WTW:jm

NOTED
R.L PORTER

File 33463
33464

CAPITAL MANOR, INC.
P. O. Box 2081
Salem, Oregon

February 26, 1962

State of Oregon
State Highway Department
Salem, 10, Oregon

Ref: Willamina-Salem Highway
Capital Manor Project

Gentlemen:

This letter is written to confirm our understandings of the meetings held February 19 and 23, between representatives of the Oregon State Highway Department; Mr. Griswold, architect; Mr. Paxton, representing Robert Chuckrow Construction Co., Inc.; and representatives of Capital Manor; which meetings were held in an endeavor to reach an amicable solution of our respective problems, relative to the Willamina-Salem highway construction program on the one hand, and the Capital Manor building project, on the other.

It is the intent of Capital Manor, subject to the final approval of the Federal Housing Administration, and pursuant to their regulations, to honor the real estate option granted May 16, 1961, by Leo D. Heimann, et al, to the State of Oregon, under file No. 33464, granting an earth-removal easement over certain portions of the "Pruitt property," and a temporary easement for haul road over certain other portions, expiration date of which is November 1, 1962. It is anticipated that no difficulties will be encountered in obtaining this approval from FHA.

It is understood that the offer of the State, outlined in your letter of February 20, signed by Mr. B. J. Benner, Right of Way supervisor, to seed sloping areas and place topsoil over level areas, is accepted by Capital Manor, and would be executed by the State.

It is understood that the State will complete their borrow operations over the areas of temporary easement, on or before November 1, 1962, and that these areas would be free of earth-removal operations from that time on; and that all re-seeding and topsoiling operations may be extended to June 30, 1963. To help the State expedite the borrow operations, Capital Manor has made further arrangements with its architect and building contractor to allow the State full use of the 60-foot wide

NOTED
R. L. PORTER

[illegible] will have to [illegible] large, [illegible] trees [illegible] strong, [illegible] [illegible] area. It is [illegible] [illegible] [illegible]

RECEIVED
FEB 27 1962
FOR FILING

February 27, 1962

Mr. Bob L. Smith
870 Kingwood Drive
Salem, Oregon

Subj: Rosemont Street Interchange
West Salem Section
Willamina-Salem Highway

Dear Sir:

This is in reply to your letter of February 22nd requesting information on the Rosemont Street Interchange on the West Salem Section of the Willamina-Salem Highway.

To date the contract has not been let but barring unforeseen difficulties it is expected to be awarded March 2nd. The expected completion date for this project is July of 1963. There will be no access restriction on the northeast corner of Edgewater and Rosemont other than those imposed by local government. Since this connection has been designed to handle traffic expected in the year 1980, we do not expect to require any revisions within this period of time.

Enclosed are prints of the two plan and profile sheets covering the Rosemont Connection on which are shown traffic movements by means of heavy black arrows. As shown, all moves will be possible at the intersection of Rosemont, Edgewater and the proposed new connection.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DNS:jp
Attach

cc: G. S. Paxson
R. L. Porter

RECEIVED
FEB 26 1962
FOR FILING

Const
15/71
Willamina - Salem

February 24, 19

State of Oregon
Hi[illegible] Dept.
Salem, Oregon

Dear Sir:

I am requesting information pretaining to the Rosemont Street interchange on the West Salem By-pass. I would appreciate the following information, if the contracts have been let and if not then, approximately when the interchange will be finished, what if any restriction (access & etc.) will be imposed on the North East corner of Edgewater & Rosemont, and the possibility of a change in the traffic pattern ,location, & etc. of the interchange after this date. It would also be most helpful if you could enclose a map of the interchange explaining the traffic flow. I will be glad to pay for the map .

Sincerely,

Bob L. Smith
870 Kingwood Dr.
Salem, Ore.

Young
Please handle

Original To Young
With note To handle
2-26-62

RECEIVED
MAR 1 1962
FOR FILING

CAPITAL MANOR, INC.
P. O. Box 2081
Salem, Oregon

February 26, 1962

State of Oregon
State Highway Department
Salem, 10, Oregon

Ref: Willamina-Salem Highway
Capital Manor Project

Gentlemen:

This letter is written to confirm our understandings of the meetings held February 19 and 23, between representatives of the Oregon State Highway Department; Mr. Griswold, architect; Mr. Paxton, representing Robert Chuckrow Construction Co., Inc.; and representatives of Capital Manor; which meetings were held in an endeavor to reach an amicable solution of our respective problems, relative to the Willamina-Salem highway construction program on the one hand, and the Capital Manor building project, on the other.

It is the intent of Capital Manor, subject to the final approval of the Federal Housing Administration, and pursuant to their regulations, to honor the real estate option granted May 16, 1961, by Leo D. Reimann, et al, to the State of Oregon, under file No. 33464, granting an earth-removal easement over certain portions of the "Fluitt property," and a temporary easement for haul road over certain other portions, expiration date of which is November 1, 1962. It is anticipated that no difficulties will be encountered in obtaining this approval from FHA.

It is understood that the offer of the State, outlined in your letter of February 20, signed by Mr. E. J. Benner, Right of Way supervisor, to seed sloping areas and place topsoil over level areas, is accepted by Capital Manor, and would be executed by the State.

It is understood that the State will complete their borrow operations over the areas of temporary easement, on or before November 1, 1962, and that these areas would be free of earth-removal operations from that time on; and that all re-seeding and topsoiling operations may be extended to June 30, 1963. To help the State expedite the borrow operations, Capital Manor has made further arrangements with its architect and building contractor to allow the State full use of the 60-foot wide

haul road easement. It will be expected that the State will have its contractor remove all buildings, foundations, trees (including stumps), from the haul-road easement area. It is further expected that the existing grade will be returned to its original condition on areas planned for landscaping; by this it is meant that any haul road base material will be removed and replaced by top soil.

It is understood that the State's contractor, while operating over any part of property subject to Federal Housing Administration jurisdiction, shall comply with FHA requirements as to minimum wage scales, certifications of payrolls, and the like, applicable through Capital Manor, or its building contractor.

It is understood that if the State exercises its option on the Reimann property, it will grant to Capital Manor a permanent easement ten feet wide along the west line of the James White D.L.C., running from Hola Drive on the north to the southern property line of the State, for the purpose of installing a water supply line to Capital Manor. In return, Capital Manor will grant to the State, a 30-foot wide easement across that part of the "Pluitt property" to be leveled under the borrow right easement, to furnish access to the "Reimann property," (file No. 33463), the location of which will be mutually agreed upon by the State and by Capital Manor. Such access easement shall be terminated, if and when public authorities shall dedicate and construct public streets or roads to serve the Reimann area.

Yours very truly,
CAPITAL MANOR, INC.

Edward J. Lucas
Edward J. Lucas, President

Theo. H. Lind
Theo. H. Lind, Vice-President

The above statements are correct.
Acknowledged by: _____

Dated: _____

FORM E-123-X 50M 6-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM
February 21, 1962

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

File No. 26168 - Elfstrom,
Bonesteele, and Batterman
Bonneville Station-Patterson
Avenue Section
Willamina-Salem Highway
Polk County
Oregon Project S-322(4)

Dear Sir:

This will reply to your letter of February 20 relative to the settlement on the subject file.

After a long, difficult period of negotiation, this file was apparently headed for condemnation because of our inability to agree with the owners on just compensation. Two days before the January 19 Commission meeting, the owners determined that, for personal reasons, it was desirable to effect an immediate settlement for consideration by the Commission at that meeting, if at all possible. As a result, they proposed a settlement to Right of Way Supervisor Benner in the amount of $50,000. He agreed to present this proposal in option form to the Department, provided the property owners would make available for our review the appraisal upon which their demands were based.

The option and appraisal came to us on January 18. After an inspection of the appraisal, it was the opinion of our Reviewing Appraiser that the owners' appraisal would provide sufficient support to warrant such a settlement, provided the appraiser could supply certain additional documentation. The owners' appraiser was called in to confer on this matter of additional documentation and presented verbally enough evidence to warrant my placing the matter before the Highway Commission. It was understood that he would provide this documentation in written form on January 19, which he subsequently did.

You will recall that I presented this matter to the Commission for approval on January 19, contingent upon a final review of the written documentation to be supplied by the owners' appraiser. This documentation was supplied; the review was completed; and I was informed by our Reviewing Appraiser, prior to the conclusion of the Commission meeting, that the material was adequate and satisfactory.

The option secured and approved in this transaction did not reflect an offer on the part of the State. It reflected an offer on the part of the owner to settle for the stipulated sum and under the conditions set forth. The term "final review" refers to an examination of the additional written documentation confirming an oral presentation.

We hope that any misunderstanding relative to the handling of this matter is cleared up. Should there be any further question in your mind, we shall be glad to answer it.

Very truly yours,

L. I. Lindas
Chief Counsel

By

Walter T. Wright
Right of Way Engineer

cc Mr. Forrest Cooper ✓
Mr. L. H. Young
Mr. L. I. Lindas

RECEIVED
FEB 22 1962

FORM CD-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

FOR FILE
U-322(5)

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: February 20, 1962

6046

FROM : C. G. Polk, Division Engineer
08-35.7 Salem, Oregon

SUBJECT: Oregon Project U-322(4)
West Salem Urban Boundary-Patterson Ave. Section

Recently a final right-of-way settlement was made in the amount of $50,000 involving Parcel 26168 (Elfstrom, Batterman & Bonesteele). A notation on the "Final Report on Real Property Negotiations" dated January 18, 1962 states the settlement was "Contingent on Final Review in this amount". The review appraiser's report, dated January 18, 1962, indicates that consideration was given to the property owner's appraisal in reaching a review estimate of $50,000. It is perfectly proper for the State's Reviewing Appraiser to give consideration to the property owner's appraisals as indicated by Paragraph 5j(1)(2) of PPM 21-4.1, dated December 30, 1960. However, in this particular case the records leave the impression that the settlement was reached prior to a final review by your reviewing appraiser. Such reviews should be made before a revised offer is made to the property owner. This would be the proper approach in order to secure full Federal participation based on an owner's appraisal that becomes available during negotiations.

We request the comments of your Right-of-Way Division concerning the details of the settlement of this case.

Wright
Young
2-21-62

NOTED
R L PORTER

RECEIVED
FEB 20 1962
FORM E-30X—50M—8-61—36662
FOR FILE
U 3 2 (5)
6c46

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 16, 1962

To: Mr. L. H. Young
Office Engineer

SUBJECT: R-33465--Donald Trussell
Bonneville Station-Patterson Ave.
Section
Willamina-Salem Highway

OFFICE

This letter will confirm our conference of this date during which you agreed to request the commission to not make the actual award of our construction contract for the above section of the highway until after the low bidder has informed the State as to whether he does or does not want to use the State's material source.

We have successfully negotiated for two material parcels but have not been able to purchase the third parcel needed by negotiations. Since we do not know whether we will or will not need the third parcel, we can not condemn the same at this time.

In addition to the above, Mr. Trussell, the owner of the property involved, has two wells upon his property. The first well is located within the parcel we have condemned for right of way. The second well is located in the area we think might be needed for a material source. If we do not need the material source, Mr. Trussell can connect to his second well without suffering much damage except for the purchase of approximately a thousand feet of pipe; if we need the material source, then Mr. Trussell will immediately have to commence drilling a new well on his remaining property.

We would appreciate it, as you suggested, if we could determine from the low bidder as to his desires prior to March 12. If it is determined that the contractor will need the material source, we should give Mr. Trussell at least two weeks to get his new well drilled before we take possession of his existing wells. This time lapse will also give us an opportunity to file our condemnation in the event that a negotiated settlement can not be reached.

FCMcK:bjk
cc: R. L. Porter
L. I. Lindas

FRANK C. McKINNEY
Chief, Office Section

NOTED
R. L. PORTER

RECEIVED
FEB 20 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 13 1962

FOR FILING

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

DATE: February 6, 1962

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

SUBJECT: Oregon Project F-325(5) and U-322(5)

We have approved, as of this date, the P. S. and E. documents for the West Salem Section of the Willamina-Salem Highway.

This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification that all rights-of-way and rights-of-entry have been acquired.

Approval of inclusion of funds for seeding and mulching of slopes in the preliminary estimate does not necessarily mean use of State Forces will be approved for this work when requested.

RECEIVED
FEB 9 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

Copy To Young 2-9-62

RECEIVED
MAR 2 1962
COMMISSIONERS
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 5, 1962

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Right of Way Status
West Salem Section
Willamina-Salem Highway

Dear Sir:

All rights of way or rights of entry have been obtained on this project, except for the following files:

File No.	32570	Trussell	$19,000
	32575	Taylor	22,000
	32574	Elbert	12,150
	33465	Trussell (Borrow Area)	11,800
			$64,950

Complaints will be filed prior to February 15. Extensive negotiation over a long period of time has failed to close these files. The filing of complaints has been deferred as long as possible.

Very truly yours,

L. I. Lindas
Chief Counsel

By

Walter T. Wright
Right of Way Engineer

WTW:ag

cc Mr. Forrest Cooper
Mr. L. M. Young
Mr. L. I. Lindas

RECEIVED
JAN 15 19
FOR FILING

FORM CO-12B
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

11-322(4)
6096

TO : Forrest L. Cooper, State Highway Engineer
Salem, Oregon

DATE: January 12, 1962

FROM : C. G. Polk, Division Engineer
08-35.2-DA Salem, Oregon

SUBJECT: Oregon Project U-322(4)
Urban Boundary-Patterson Ave. (West Salem)

Mr. Morgan's January 4, 1962 letter requested approval of and participation in the cost of an underpass at Station 1298+20 of the subject project to serve the Taylor Boat Moorage and the Elbert properties.

Based on your estimates and appraisals, our review indicates that we can justify participation in the cost of the underpass, on strictly an economic basis, to the following extent:

Additional damages to Taylor if underpass is not built	$2,500.00
Additional damages to Elbert if served by frontage road only	2,350.00
Elimination of frontage road construction to serve Elbert	9,828.00
Elimination of frontage road right-of-way to serve Elbert	2,200.00
	$16,878.00

In view of the fact that there is no assurrance that the Taylor Moorage will remain open to the public and though "scarce", there may be other suitable moorage sites in the area, our contribution on the underpass must be limited to the regular pro-rata share of $16,878.00. The underpass will be approved, if you are willing to accept such a contribution.

RECEIVED
JAN 1 2 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

RECEIVED
JAN 5 1962

FORM E-129-X SCH 6-61

COMMISSIONERS
M. R. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

January 4, 1962

Mr. R. F. Rittenhouse, Director
State Marine Board
415 State Office Building
Salem, Oregon

Dear Sir:

In reply to your recent letter to Mr. Tom Edwards regarding service to Taylor's moorage in West Salem, I wish to advise that our plans will require that considerable of the present facilities at Taylor's moorage will have to be removed for the construction of our highway. It is our desire, however, that service to this waterfront area be maintained and to this end we are requesting that the Federal Bureau of Public Roads, who must approve our plans on Federal-aid highway, approve the construction of an underpass to serve this area.

We wish to thank you for your letter in regard to this matter.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. D. Morgan
Construction Engineer

cc R. L. Porter

RECEIVED
JAN 5 1962

RECEIVED
JAN 3 1962
FOR PUBLIC

COMMISSIONERS
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

Coast
RLW
Willamina - Salem

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

January 4, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Oregon Project U-322(4)
Urban Boundary-Patterson Avenue
Willamina-Salem Highway

Dear Sir:

Taylor
Elbert

In reply to your letter of December 11 on the above project, it is our desire to construct an underpass at Station 1298+20 as shown on our plans to serve the remainder of the two properties (Elbert - File No. 32574 and Taylor - File No. 32575).

The estimated cost of the construction of the underpass is $65,500. The appraised after value of the remaining Elbert property, File No. 32574, is $27,000. The appraised after value of the remaining Taylor property, File No. 32575, is $7,000 for a total value of the remaining property served by this structure of $34,000.

The value of the remaining property served, however, is not all that should be considered in this case. It is, of course, impossible to assign a dollar value to the potential recreational use of an area, but the value of this river front area for recreational use is of prime importance to Salem, the surrounding area, and the tourists. This is particularly true of the river front property to be served by this underpass, as we are informed reliably that the present area of the Taylor moorage is the only remaining area along this stretch of river with all of the attributes necessary for a safe moorage.

I am attaching copies of letters from the Salem Yacht and Boating Club, State Marine Board of Oregon and the Regional Park and Recreation Agency of the Mid-Willamette Valley. These letters all bear on the importance of this riverfront area from a recreational standpoint.

This same area can be served by the construction of a frontage road along the south side of the Southern Pacific Railroad and connecting

to the highway at Station 1244+50 as shown on the attached sketch map. The estimated cost of this frontage road including the necessary right of way is $34,500.

The service through the frontage road would require all vehicles using this service road to turn from and enter the main highway facility, whereas if the underpass is constructed, all movement to the riverfront area would be made from the old highway and not conflict with the main highway traffic.

I am therefore requesting your approval of and participation in the cost of the underpass.

Paragraph two of your letter of December 11, 1961 refers to Parcel 19 of File 32800, Southern Pacific Railroad. It was originally planned to place a culvert pipe at this location and the easement was requested for that purpose. It was necessary to redesign our drainage in this area and construction of this culvert is not necessary. The easement at Parcel 19 will not be required.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. D. Morgan
Construction Engineer

Attach.

cc R. L. Porter

RECEIVED
JAN 5 1962
OFFICE OF
STATE HIGHWAY ENGINEER

STATE OF OREGON
STATE MARINE BOARD
OFFICE OF THE DIRECTOR
SALEM 10

December 5, 1961

Mr. Tom Edwards, Construction Engineer
State Highway Department
Highway Building

File 1144

Dear Mr. Edwards:

It has been brought to the attention of the State Marine Board that new highway construction in West Salem may eliminate a public moorage known as "Taylor's Moorage."

As this particular moorage is the only one on the Willamette River between Albany and Wilsonville which is available to the public it provides an essential service to recreation in Polk and Marion Counties.

The Salem Yacht and Boating Club has a small moorage at the mouth of Rickreall River; however, the use of this small moorage is limited to club members and it is understood that these facilities are now cramped.

Recreational boating continues to grow. On December 31, 1960, we had registered 456 boats from Polk County and 1,778 from Marion County. As of today, Polk County's registration has increased to 536 and Marion County's to 2,197, or an increase of 20% during the past year. It is anticipated that in the next 5 years recreational boating in these two counties will double. We are now taking an inventory of existing facilities and are planning for the accommodation of the anticipated growth.

Several factors must be taken into consideration in locating a moorage, such as existing channel, depth of water, contour of shore line, et cetera. Sites for a suitable moorage are very scarce in this area.

In view of the service Taylor's Moorage is now rendering to the recreational boaters of Polk and Marion County, the State Marine Board strongly recommends that the Highway Department include an underpass in its plans for the new Highway in West Salem.

Yours very truly,

R. F. Rieuliouse
Director

CONSTRUCTION DIVISION
RECEIVED
DEC 6 1961

RFR:mm

NOTED-- CE ACE ACE CDE

Barbee

SALEM YACHT & BOATING CLUB

Post Office Box 361
SALEM, OREGON

November 9, 1961

CONSTRUCTION DIVISION
RECEIVED
NOV 13 1961
NOTED-- CE TCE ACE OOE

State Highway Department
Park & Recreation Division
Salem, Oregon

Gentlemen:

The Salem Yacht and Boating Club, Inc. is an organization composed of 98 families living in and around the Salem area. We have seen the tremendous growth of boating as a family recreation and participation sport in the past few years and see no evidence that recreational boating will decrease in popularity. This past year, our membership increased 40% and new applications for membership are presented to our Board of Directors monthly. It is physically impossible for our organization to cater to the needs of the several thousand boaters in this area and yet, this might become the situation should you fail to provide the necessary access to the public moorage known as "Taylor's Moorage".

Prior to our acquisition of property at "Eola Bend" at the mouth of the Rickreall River, our members moored their boats at the public moorage and were very thankful that there was moorage available. A great many families dislike the problems involved in launching their boat for a day's outing and the necessity of retreiving their boat at the end of the day. Because of this, moorage facilities are necessary, are usually filled to capacity, and therefore highly desirable.

If you fail to provide the necessary access to "Taylor's Moorage" in West Salem, you will effectively destroy the only public moorage on the river between Albany and Wilsonville. This covers a great many miles of waterway used by both Oregon residence as well as tourists who vacation here.

A desireable moorage location must have fresh water and fuel available, toilet facilities, nearby food store, and most important of all - a safe place to tie one's boat. Docks must be located in a sheltered area, out of the current of the river, and protected from the wake of passing boats or commercial tugs. The site of the particular moorage in West Salem has all these attruibutes. There is no other location on this side of the river which is privately owned that would make a suitable site for moorage.

We strongly urge you to include an underpass in your plans for the new highway in West Salem. Failure to do so will do a great injustice to the ever-growing population of boat owners in this area.

Yours Truly,

SALEM YACHT & BOATING CLUB

Robert F. Davey

Bob Davey
Commodore

REFERRED TO
Baker
By Asst. Construction Engineer

RFD/jen

PARTICIPATING JURISDICTIONS
MARION COUNTY
POLK COUNTY
CITY OF SALEM

REGIONAL PARK and RECREATION AGENCY
OF THE MID WILLAMETTE VALLEY

1320 EDGEWATER STREET N.W.
SALEM, OREGON

October 30, 1961

Mr. D. J. Barbee
Assistant Construction Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Barbee:

Mr. Mark Astrup asked that I write this letter concerning the boating at Taylor's Boat Landing on Edgewater Street. He was also concerned with the economic value of this boating facility.

I am sorry that we cannot give you costs on the economic value of this boating facility or any other facilities in Marion and Polk County, however, we base our needs upon the demands of the people and the increased boating activity not only in our region but also state wide. We are concerned in allowing people the opportunity to reach any water sources where boating is available, whether this be public or private. We are presently examining several areas along the Willamette River in Polk and Marion Counties for the possibility of further accesses to the river.

Presently the only public boating access in the Salem area is Wallace Marine Park, which needs considerable maintenance and dredging to allow boating at this ramp. The Taylor Boat Landing has adequate water depth and makes a more desirable arrangement for boating and boat launching from the standpoint of minimum maintenance.

Trusting this can be of some help to you in projecting the value of boating for the Taylor Boat Landing area.

Sincerely,

Harold Schick

Harold Schick, Director
REGIONAL PARK AND RECREATION AGENCY

HS:hw

RECEIVED
Barbee
By Asst. Engr.

CONSTRUCTION DIVISION
RECEIVED
OCT 31 1961
NOTED- CE ACE ACE COE

FORM CO-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: October 11, 1961

By: M E Martin
M. E. Martin
Acting Division Engineer

FROM : C. G. Polk, Division Engineer
08-35.7 Salem, Oregon

SUBJECT: Oregon Project U-322(4)
West Salem Urban Boundary-Patterson Avenue
Justification of Private Facilities

The right-of-way map for this project indicates a proposed overpass at Station 1298+20. This structure will apparently serve two private properties, File No. 32574 and File No. 32575. The right-of-way map indicates Parcel 32574 at present is served by two accesses to the existing highway near Station 1276 and 1287+50.

In keeping with our policy of requiring justification for facilities which will benefit private property, we kindly request that you provide us with the necessary justification.

REFERRED 10/13/61
TO Carl Smith
FOR Procure Economic Justification: Cost with and without access structure.
PLEASE REPLY BY 10/23/61
WALTER T. WRIGHT

RECEIVED
OCT 11 1961
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

RECEIVED
JAN 4 1962
FOR FILING

4-3.2.(5)
#60046

January 4, 1962

Pacific Northwest Bell Telephone Company
410 N. E. Clackamas
Portland 12, Oregon

Attention: Mr. M. E. Sousha

Telephone Line Adjustment
West Salem Section
Willamina-Salem Highway
Polk County

Gentlemen:

The present tentative schedule calls for the opening of bids on this section on February 28, 1962. A telephone line owned by you must be relocated between "L" Line Station 1269 and "A" Line Station 1292. The right of way covering this portion of the project will be as shown on the construction plan and profile sheets.

You are authorized to order the necessary cable for the location of your facilities in this area.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Assistant Highway Engineer

FS:fp-ajw

cc Forrest Cooper
F. D. Morgan
J. D. Walker

RECEIVED
DEC 1961
FOR FILE
(32575)

FORM CD-121
49-22-591

UNITED STATES GOVERNMENT

Memorandum

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: December 11, 1961

6046

FROM : C. G. Polk, Division Engineer
08-35.7 Salem, Oregon

SUBJECT: Oregon Project U-322(4)
Urban Boundary-Patterson Avenue (West Salem)

By letter dated December 7, 1961, Mr. Young forwarded four copies of an estimate as a basis for project agreement and four sets of reduced plans for this project. Prior to preparing the project agreement we would like further information on two items.

1. Plans indicate an underpass which will serve two private properties, file 32574 and file 32575, is proposed at Station 1298+20. We previously inquired about this structure in our letter of October 11, 1961, and we understand revised appraisals of the property have been secured as part of a study to determine the economic feasibility of providing the structure. We will appreciate receiving any information you can provide concerning access to these two properties, particularly the economic justification for the structure.

2. The need and purpose of parcel 19, file 32800, Southern Pacific R.R., opposite Station 1281, is not entirely clear. Will you please clarify this point for us?

Young
Wright

RECEIVED
DEC 13 1961
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
E. L. PORTER

RECEIVED
NOV 2 1961
FOR FILING

November 2, 1961

Honorable Mark O. Hatfield
Governor of Oregon
State Capitol Building
Salem, Oregon

Re: West Salem Section
Willamina-Salem Highway
Polk County

Dear Governor Hatfield:

In the first part of August 1960, members of the Highway Department staff were contacted by the Salem Planning Commission with the thought of acquiring certain private lands, which would be left between the right-of-way line of the proposed subject facility and Edgewater Street between the limits of Mallory Avenue and Rosemont Street. It was the desire of the Planning Commission, as expressed to the Highway Department staff, that the land be acquired towards an eventual widening of Edgewater Street.

A preliminary investigation was made as to the cost of this additional land and also a study made as to the future need for the widening of Edgewater Street. A report covering this investigation was made to the Salem City Planning Commission on October 27, 1960.

Additional discussions were held between the members of the Highway Department staff and the City Planning Commission. On April 6, 1961, a meeting was held in the office of Mr. W. C. Williams, State Highway Engineer, with members of the Salem Planning Commission and the Oregon State Highway Department in attendance. The Planning Commission again reiterated its interest in the property which would remain between Edgewater Street and the new facility in West Salem within the limits of Mallory Avenue and Rosemont Street.

The Planning Commission indicated the City Council would be willing to purchase this property and that some funds were available for this purpose in the coming year.

It was further indicated by the Planning Commission that it would like to purchase this property at the same time our right-of-way acquisition would be under way.

Mr. Williams indicated to the Commission this would be possible except in cases where condemnation was necessary, explaining that where condemnation proceedings were necessary the Highway Commission is restricted by statute to that portion of the property necessary for actual highway construction, parks, material sources, et cetera, and is not permitted to condemn beyond that portion necessary as outlined.

Mr. Williams indicated that appraisals would be made which would indicate the cost of our taking for right-of-way purposes, plus the damage that would be assessed against the remainder. These appraisals would also show the additional cost to purchase the remainder of the property at the same time that the right-of-way purchase was made. It was indicated this approach to the problem was agreeable to the members of the Planning Commission.

During the Highway Commission meeting of July 2nd, 1961, consideration was given to a request made by the City of Salem for acquisition of this subject strip of land outside the highway right of way. The request made by the City indicated immediate acquisition of the properties between Mallory Avenue, N.W. and Rosemont Street, N.W., but that consideration should be given to the ultimate acquisition of the strip between Edgewater Street and the proposed highway from Wallace Road to Patterson Avenue, N.W.

Appraised value of the remaining properties not in City ownership between Mallory Avenue and Rosemont Street is approximately $75,000. That portion already in City ownership between these limits is appraised at approximately $50,000.

In the discussion during the Highway Commission meeting it was brought out that inasmuch as the additional land would not be required for highway purposes, there would be no federal participation in the cost. Also, as previously stated, these lands not being required for highway purposes would preclude condemnation proceedings by the State Highway Commission in the event that the properties could not be acquired by negotiation. It was pointed out that the Highway Commission has had difficulty financing the West Salem project, particularly

so because of the inclusion of a rather expensive ($493,000) interchange at Rosemont Street which was requested at the public hearing for this project. It was the decision of the Highway Commission that State participation in the cost of these acquisitions could not be justified as a charge against the motorist and the City of Salem was so advised by letter August 7, 1961, over the signature of Mr. W. C. Williams.

On August 10, 1961, the State Highway Engineer received a letter over the signature of Mr. Kent Mathewson, City Manager, indicating that Mr. Williams' letter had been received by the City and placed on file at the meeting of the City Council on Monday, August 14, 1961. Mr. Mathewson's letter further indicated it was the action of the Salem City Council to accept the offer of the Highway Commission to acquire options in the name of the City on that land lying between the necessary State right of way and Edgewater Street. These options to be exercised by the City at its cost.

During the past two months the Right of Way Division of the Highway Department has been negotiating with the owners involved. Our efforts to secure options upon the remainder of the properties affected have met with little success. One reason for this is the fact the Highway Commission cannot assure the property owners that the City of Salem will exercise the options given by the owners. In general, there appears to be a concerted effort to push the appraised values upward and a marked reluctance to negotiate. It appears now quite probable that we shall have to acquire several tracts by condemnation.

On the attached map is outlined in red that area necessary for the construction of this project. Outlined in blue is the remainder of privately owned land between the necessary right-of-way line and Edgewater Street. Also indicated on this map by crosshatching are all those areas presently under option or deeded to the Highway Commission. Within the area outlined in blue, which is sought by the City, are three areas shaded solidly in blue upon which we have secured options in the name of the City. Each of these three options calls for the purchase by the City at an amount slightly in excess of the appraised value.

This rather complex matter is a bit hard to explain by letter but hope that the above will give you a general outline.

If you wish additional information, I shall be happy to supply it.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Attach.

cc Mr. W. C. Williams
Mr. Victor D. Wolfe
Mr. L. I. Lindas
Mr. Walter F. Wright

VDW:ms FC:fn

RECEIVED
OCT 31 1961
FORM E-90 EDM 6-61 36691
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 27, 1961

SUBJECT: West Salem Project

To: Mr. Victor D. Wolfe
Administrative Assistant

O f f i c e

Relative to negotiations between McNary Avenue and Rosemont Street in West Salem, I have found that you have copies of all the meager correspondence contained in our files.

We have not been a party to the meetings which have been had with City officials. We have supplied various windshield estimates and, finally, estimates based upon appraisal.

With the passage of time and the refinement of the work, the estimates of cost of the strip of land in question have progressed downward from a windshield of $150,000 to a final reviewed appraisal figure of $125,750, of which sum $50,800 is the value of a property already under City of Salem ownership. Appraised value of the remaining properties not in City ownership is, therefore, approximately $75,000.

During the past two months, Mr. Benner has had working conferences with City officials on several occasions and has been attempting to secure, in the name of the City, options to the remainder parcels, which are outlined in blue on the attached map. The red outlined areas are those which will be required for State highway right of way. We have indicated on the attached map by crosshatching all of those areas presently under option or deeded to us.

Within the area outlined in blue which is sought by the City, we have shaded three tract remainders upon which we have secured options in the name of the City. Each of these options calls for purchase by the City at an amount slightly in excess of the appraised value.

Our efforts to secure options upon these remainder properties have been crowned with little success. One reason for this is the fact that we can assure no one that the City of Salem will exercise the options given by the owners.

On the line in general, there is a concerted effort to push the appraised values upward and a marked reluctance to negotiate. It is probable that we shall acquire several of our outstanding tracts upon delivery of formal legal letters of offer and the notification that we intend to prosecute legal proceedings to acquire.

On July 28, 1961, the Commission declined a request from the City of Salem that these excess parcels be acquired with State funds. This item was acted upon as part of the Chief Engineer's agenda and is recorded on pages 33163 and 33164 of the Minutes of the July 28 Commission Meeting.

Walter T. Wright
WALTER T. WRIGHT
Right of Way Engineer

WTW:zg
Attachment

cc Mr. L. I. Lindas

RECEIVED
OCT 30 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 16 1961

FOR FILING
U-322(4)
Mr. W. C. Williams, State Highway Engineer
Salem, Oregon
6046

08-35.7

C. G. Polk, Division Engineer
Salem, Oregon

477 Cottage Street, N.E.
Salem, Oregon

October 11, 1961

By:
M. E. Martin
Acting Division Engineer

Oregon Project U-322(4)
West Salem Urban Boundary-Patterson Avenue
Justification of Private Facilities

The right-of-way map for this project indicates a proposed overpass at Station 1298+20. This structure will apparently serve two private properties, File No. 32574 and File No. 32575. The right-of-way map indicates Parcel 32574 at present is served by two accesses to the existing highway near Station 1276 and 1287+50.

In keeping with our policy of requiring justification for facilities which will benefit private property, we kindly request that you provide us with the necessary justification.

NOTED
FORREST COOPER

RECEIVED
SEP 28 1961
FOR FILING

September 28, 1961

Mr. A. W. Kilborn, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Re: West Salem Project
Willamina-Salem Highway
Polk County

Attention Mr. Kendrew

Dear Sir:

Under date of May 1, 1961, I submitted to you prints from our drawing 53-21-12 revised April 1961, and cross sections on our drawing 53-21-13b. There has been some discussion between your office and our Division Engineer in which the suggestion was made that we move our line further from your tracks in the area between your Station 609+50 and 628+10.4. In this area we show an encroachment up to a line ten feet from your track. If you will refer to the cross sections in this area, you will note that the encroachment is only for slopes and that at your track elevation you will have a minimum distance of 20 feet from your center line and in most cases, more than 20 feet.

We are very reluctant to move our line further to the north as this will involve the cutting off of the front yards of numerous properties now existing along our highway. The additional cost for right of way would be appreciable and would also evoke considerable criticism from those property owners and from others who are pressing us to use as little private property as possible for our highway work.

It would be greatly appreciated if you would re-examine the map and cross sections and if at all feasible, go along with our request of May 1, 1961.

Very truly yours,

W. C. Williams
State Highway Engineer

By

O. S. Paxson
Assistant State Highway Engineer

OSP:ma
cc Mr. H. M. Williamson
Mr. W. C. Williams
Mr. Tom Edwards; Mr. W. T. Wright; Mr. J. D. Walker

Mr. Walker: I am returning tracing of map and cross section. Please get these into the right file.

RECEIVED
SEP 27 1961
FOR FILING
4-32½(5)
C1
Vac 46

Salem, Oregon
September 26, 1961

Strip of Land Between Edgewater Street N.W. and Proposed Right of Way
West Salem

Mr. Walter T. Wright
Right of Way Engineer
BUILDING

To make our discussions of yesterday a matter of record, will you, at your earliest convenience, prepare a map which will indicate those parcels on subject section which you anticipate will be forced to condemnation, and also amounts of money involved to acquire land outside our right of way.

I would appreciate being advised from time to time as to the status of these negotiations.

At the end of a month, which you estimated would be required to draw this thing into focus, I expect we should plan on meeting with local officials to discuss the many ramifications of this subject.

Victor D. Wolfe
Administrative Assistant

VDW:ms

City of Salem, Oregon

August 18, 1961

NOTED
W. C. WILLIAMS

R.O.W handling

Mr. W. C. Williams
State Highway Engineer
State Highway Building
Salem, Oregon

Dear Mr. Williams:

At the meeting of the city council Monday, August 14, 1961, your letter explaining why the state cannot acquire the strip of land lying between Edgewater Street N.W. and the proposed highway in West Salem, was received and placed on file.

It was the action of the council however, to accept your verbal offer to acquire options for the city on that land lying between the state right-of-way and Edgewater Street N.W. Your cooperation in this matter is indeed appreciated.

Yours very truly,

Kent Mathewson
City Manager

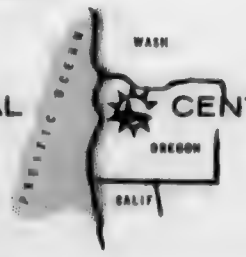
KM:mb

Copy to Mochring

RECEIVED
AUG 21 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 21 1961
OFFICE OF
STATE HIGHWAY ENGINEER

OREGON'S CAPITAL — CENTER OF INTERGOVERNMENTAL "MASSIVE" COOPERATION



Wolfe See me

RECEIVED
P 22 1961

Salem, Oregon
September 21, 1961

Mr. Ray Asburry

Willamette River Submergence
West Salem Section
Willamina-Salem Highway

Following is elevation-duration data for the Willamette River at Salem. The water years 1953 to 1959 are included in the period.

Elevation	Days Equalled or Exceeded		
	Maximum Duration	Average for Year	Average Consecutive
121.6	68	42	10
123.1	34	34	9
124.4	20	26	6
125.8	15	19	6
127.2	10	13	4
128.5	10	9	4
129.8	9	6	3
131.1	8	4	3
132.2	7	3	4
132.9	5	2	3
133.8	4	1	4
134.6	4	1	4
135.4	4	1	4
136.1	3	1	3
136.8	3	1	3
137.5	2	1/2	2
138.2	2	1/2	2
138.9	2	1/2	2

To these elevations should be added the river slope, about 1.5 feet per mile.

John C. Jenkins
Asst. Research Engineer

JCJ:ms

RECEIVED
JUL 31 1961
FORM E-30X—50M—2-59—19160
FOR FILE
(Illegible)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 24, 1961

To: Mr. Floyd Ogery, Secretary
State Highway Commission
O f f i c e

SUBJECT: File 32796 - Columbia River Paper Co.
Willamina-Salem Highway
Polk County

Herewith I hand you two copies of a grant of easement from the Columbia River Paper Company. This instrument is being forwarded to you so that you may present it to the Commission for approval and execution.

In explanation of the above, at the July 28, 1961 Commission meeting the Commission approved an option on File 32796 calling for the payment of the sum of $250 to Columbia River Paper Company, and also containing certain terms and conditions upon which the easement was granted. This option only contained Parcel #1 as set forth in the instrument which I am forwarding to you.

Mr. Wright will present for Commission's approval the acceptance of Parcel #2 for an additional $50 compensation. Parcel #2 was originally set up in File 32797, but it is my understanding that Mr. Saling will combine Files 32796 and 32797 into one file and that this additional $50 will be set up for approval on File 32796 in Mr. Wright's report.

If the Commission approves the additional $50 for Parcel #2, then the instrument herewith should be executed by the Commission. In other words, the execution of this instrument is necessary to complete the right of way settlement on File 32796.

After approval by the Commission, please return all copies to Mr. Earl Saling for further handling.

GLEN V. SORENSEN
Staff Attorney

GVS:ks
enc. 2

cc: G. S. Paxson
Earl Saling

Mr. Williams

RECEIVED
JUG 22 1961
FORM E-20X 500M 7-60

FOR FILING
42-322(5)
...6-4-62

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 21, 1961

NOTED
W. C. WILLIAMS

SUBJECT: West Salem Acquisitions

To: Mr. E. J. Benner
Right of Way Supervisor
Oregon State Highway Department
211 Laboratory Building
Salem, Oregon

I am attaching a copy of a letter received by Mr. Williams from Mr. Kent Matthewson, City Manager of Salem.

Would you please immediately contact Mr. Matthewson and discuss with him the acquisition of excess property on the West Salem project.

At a recent meeting of interested people in Salem, held in Mr. Williams office, the matter of acquiring the excess remainders for park properties for the City of Salem was discussed. Mr. Williams pointed out that on those properties which we were able to acquire by option, we could take an option on the remainders and turn the property over to the City. This would be done upon payment by the City at a figure arrived at by appraisal. In the event it was necessary for us to acquire by condemnation, we could not then condemn the remainder for the City. In your meeting with Mr. Matthewson, please point this out.

It is entirely possible that it will be necessary for you to take options on a longer than six months basis for the excess parcels, as the City apparently does not have the funds to acquire property at this time. This should be included in your discussions with Mr. Matthewson.

D. H. MOEHRING
Assistant Right of Way Engineer

DHM:jm
Enclosure
cc Mr. W. C. Williams
Mr. L. I. Lindas

RECEIVED
AUG 2[illegible] 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 18 1961
FOR FILING

(12-59) UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

Attention: C. S. Paxson

DATE: August 15, 1961

FROM : C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

SUBJECT: West Salem Section, Willamina-Salem Highway

With your letter of August 3, 1961, you enclosed the attached copy of the proposed State-Railroad Agreement covering the overcrossing of the Southern Pacific Company track near the west urban limits of Salem.

We have examined the agreement and it appears satisfactory and in compliance with Federal-aid requirements. Please send us two conformed copies when the agreement is completed.

Attachment

8-17-61 see attached memorandum to Mr. Paxson

NOTED
C. S. PAXSON

RECEIVED

RECEIVED
AUG 8 1961
FOR FILING
4-32-1
U.S.H.

August 7, 1961

Mr. Kent Matthewson
City Manager
City Hall
Salem, Oregon

Dear Mr. Matthewson:

At the Highway Commission meeting on July 28, consideration was given to a request made by the City of Salem for acquisition of a strip of land outside of the highway right of way between the proposed highway construction and Edgewater Street in West Salem.

The request indicated that immediate acquisition pertains to property between McNary Street, N. W. and Rosemont Street, N.W., but consideration should be given to the ultimate acquisition of the strip between Edgewater Street and the proposed highway from Wallace Road to Patterson Avenue, N. W. An investigation as to the cost of acquiring the excess property from McNary to Rosemont Street is estimated at $72,000. In the discussion of this matter, it was brought out that inasmuch as the additional land would not be required for highway purposes there would be no federal participation in the cost; also, not being required for highway purposes would preclude condemnation proceedings by the State Highway Department in the event that the properties could not be acquired at a reasonable figure.

Although it appears that the acquisition of the excess property would be advantageous to the City of Salem, no state funds are available for the purchase. The Commission has had difficulty financing the West Salem project, particularly so because of the inclusion of a rather expensive interchange at Rosemont Street which was requested at the public hearing. The Commission must advise you that it cannot participate in the cost of the acquisition.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Willard C. Marshall
Salem Area Chamber of Commerce
220 Cottage Street, N.E.
Salem, Oregon

Mr. Forrest Cooper
Mr. Floyd Query
FQ:jmc FC:fn ms

RECEIVED
JUN 22 1961
FOR FILING
Cond
Rlst
Willamina Salem

COPY

SALEM AREA *Chamber of Commerce* 220 COTTAGE STREET, N. E. • SALEM, OREGON
WILLARD C. MARSHALL
President

June 20, 1961

REFERRED TO Cooper
... State Highway Engineer

Mr. Wesley Kvarsten, Secretary
Salem Planning Commission
Marion County Court House
Salem, Oregon

Re: Edgewater Street Improvement

Dear Mr. Kvarsten:

The executive committee of the Salem Area Chamber of Commerce meeting today has by resolution urged the joint study by the City of Salem and the State Highway Department for acquisition of land between Edgewater Street, N.W. and the west bank freeway. The necessity for immediate consideration arises from the desirability of ultimate widening of Edgewater Street for the benefit of business located in that area and to provide a pleasing gateway into our city from the west.

It is our understanding that present plans for the extension of the west bank freeway would leave a narrow strip of privately-owned land between the freeway and Edgewater Street. This strip would appear to be too narrow for practical business use. Its best use appears to be for the widening and beautification of the area.

It is realized that the immediate problem relates to property between McNary Street, N.W. and Rosemont Street, N.W. However, consideration should be given to the ultimate acquisition of the strip between Edgewater Street and the west bank freeway from Wallace Road to Patterson Avenue, N.W.

Recent plans of the State Highway Department for the development and extension of the west bank freeway will result in a substantial change in the physical characteristics of Edgewater Street. The reduction of through traffic, allowing the street to carry its proper local business traffic, will reflect in the business development and general upgrading of the area along Edgewater Street and should enhance the whole economic value of Salem's west side.

Watermarked Timberline Bond
Produced by Oregon Pulp and Paper Company, Salem, Oregon

The property in question between Edgewater and the west bank freeway will be of extremely narrow depth and of little commercial value after the freeway has been constructed. It would appear that its best use so far as the public is concerned would be for ultimate improvement of Edgewater Street and the gateway to our city.

Because of time problems involved it would appear that this project should be moved up in the priority schedule of the six-year capital improvement program of the city. We would urge the immediate consideration of all agencies affected.

Very truly yours,

Willard C. Marshall

WILLARD C. MARSHALL
President

WCM:es

Copy - The Hon. Russell F. Bonesteele

RECEIVED
JUN 21 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 4 1961
FOR FILING
14:32

Salem, Oregon
August 3, 1961

Mr. Leonard I. Lindas

I attach hereto triplicate copies of an indenture granting an easement for the construction of an overcrossing of the Southern Pacific Company's track by the Willamina-Salem Highway in West Salem. Will you please examine this indenture and if it is in satisfactory form and you so advise, I will then present it to the Highway Commission for action.

Also attached is a copy of a construction agreement covering the same project and would ask that you examine this document for its acceptability. I am also asking the Bureau of Public Roads to examine the duplicate copy so that the matter may be entirely clear when presented to the Highway Commission.

It would be appreciated if you would make copies of the construction agreement so that we may have them for reference pending signature and return by the railroad company.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ss

August 3, 1961

Mr. C. O. Polk
Division Engineer
Bureau of Public Roads
Salem, Oregon

Re: West Salem Section
Willamina-Salem Highway

Dear Sir:

I attach hereto a copy of a proposed agreement between the State and the Southern Pacific Company covering the over-crossing of their Falls City Branch by the new section of the Willamina-Salem Highway in West Salem. I believe you will find this agreement in order and complying with requirements of federal memoranda.

This is a copy which must be presented to the Highway Commission for signature, and I am asking that you return it to me after your examination. A conformed copy will be furnished you when the agreement is completed.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ms

cc to: Mr. W. C. Williams

4-61

B-2705

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

IN REPLY PLEASE REFER TO

H. M. WILLIAMSON
CHIEF ENGINEER—SYSTEM
R. C. NISSEN
ASSISTANT CHIEF ENGINEER
W. J. JONES
ENGINEER MAINTENANCE OF WAY AND STRUCTURES—SYSTEM
G. J. LYON
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES
A. D. DeMOSS
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES
C. E. NEAL
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES

August 1, 1961

913306/323
O-PD-WSM-60-29

Mr. W. C. Williams
State Highway Engineer
State of Oregon
State Highway Department
Salem, Oregon

Attn. Mr. G. S. Paxson
Asst. State Highway Engr.

Dear Mr. Williams:

Enclosed are duplicate counterparts and one copy each of proposed easement to the State of Oregon and construction and maintenance agreement in connection with your project which includes a new overpass at West Salem.

If you find the documents satisfactory, will you please arrange for execution on behalf of the State and return all four counterparts to us for further attention.

Yours truly,

H M Williamson
lc

Enc.

RECEIVED
AUG - 3 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 3 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 17 1961
FOR FILING

4.302(5)
6.46

Salem, Oregon
July 14, 1961

Mr. Frank Hall

Culvert at Station 1287
Bonneville Station-Patterson Avenue
Section
Willamina-Salem Highway

I have reviewed the various proposals for handling the future drainage at Station 1287.

According to the local residents, the existing 36-inch concrete pipe has frequently been submerged at the inlet. It has caused no real trouble because the culvert is in a depression with enough room to develop considerable headwater depth. It would be unwise to consider operation in this manner in the future.

Looking toward the time when the 0.6-square mile drainage area above the culvert is more densely populated, I would predict a 50-year flood of 140 c.f.s. A long-duration storm on the whole basin would be more critical than a short-duration storm on the paved areas.

In order to avoid future maintenance headaches, I would advise against a composite culvert system using 60-inch and 36-inch pipe linked together. Instead, I would recommend using the present 36-inch concrete pipe, extended, and an aditional line of 36-inch concrete pipe at a higher elevation, or a single high level 60-inch concrete pipe throughout, whichever is the least expensive.

Using two 36-inch or one 60-inch concrete pipe would require headwater depth of 5 feet rather than a depth of 6 feet as would be required for 36- and 30-inch or 54-inch concrete pipe.

In any event, the culvert inlet should be low enough to provide for the necessary headwater depth (measured above the culvert invert) plus some freebourd.

The present culvert discharges into a ditch which eventually connects to the Willamette River through overland flow and an 8-inch pipe. The property owner indicated that he didn't care

whether or not the connection to the river was adequate to handle peak flows because the bean yard is inundated by the Willamette River for anything greater than a moderate flood. However, the culvert should be adequate to handle low flows so that the discharge area will dry up for cultivation. An 18-inch pipe would serve this purpose.

John C. Jenkins
Asst. Research Engineer

JCJ:ms
cc Mr. Tom Edwards

RECEIVED
JUL 6 1961
FOR FILING

FORM E-30 50M 7-60 29395

4-522(2)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 5, 1961

SUBJECT: West Salem Section
Salem-Willamina Highway

To: Memo to Files

In previous submissions of easement requests to the Southern Pacific Company, we had included the entire section from West Salem to the point where we leave the alignment of the Southern Pacific tracks. This included the revision of the railroad alignment and other easements westerly of the end of our presently contemplated construction project, and also included an application for a grade crossing of their tracks for a service road near the gravel company plant.

The Southern Pacific Company objects to going ahead with anything on which they do not have detail plans. In view of this, I have requested the Southern Pacific Company to proceed with the drafting of an agreement covering only the encroachments included in the present construction project, and including the overcrossing of their tracks by our highway.

I have asked Mr. Sorenson to withdraw the P.U.C. petition for the grade crossing of the service road.

G. S. Paxson
Assistant State Highway Engineer

GSP:ae

RECEIVED
JUN 23 1961
FOR FILING

MISC. CONTRACTS and
AGREEMENTS No. 3224

4.333(-)

June 8, 1961
Salem, Oregon

Throughway Agreement
West Salem Section
Willamina-Salem Highway
Polk County

Mr. C. G. Swenson
County & City Relations Engineer
O f f i c e

Attention: Mr. John D. Graham
County & City Relations Office Engineer

Attached is a conformed copy of a throughway agreement with Polk County covering the West Salem Section of the Willamina-Salem Highway in Polk County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Polk County.

Secretary
OREGON STATE HIGHWAY COMM.

rn
Attach: 1

RECEIVED
JUN 9 1961
FOR FILING
11-32 (5)

Salem, Oregon
June 8, 1961

Mr. Leonard I. Lindas
Chief Counsel

Re West Salem Section, Salem-Willamina Highway, Polk County

In the construction of the West Salem Section, it is necessary that we build a service road south of the Southern Pacific tracks to serve property now having access at other points along the highway. This service road crosses the right of way owned by the Columbia River Paper Company, leading from the Southern Pacific Company tracks to the Willamette River. We have negotiated with the Columbia River Paper Company and have reached an agreement with them for a grant of easement across their right of way. This will involve two parcels carried under your Right of Way Files No. 32796 and No. 32797. I am attaching hereto four copies of our Map 1R-3-1296, dated February 1961, revised May 1, 1961, and four copies of a description of the easements in question.

The Columbia River Paper Company will grant these easements upon the payment of $250. The State will construct the service road at its own cost and will maintain the service road after its completion. The Paper Company has removed the rails and track fittings from this line, and, while they have no intention at the present time of reactivating the rail line, they desire to retain their rights, and the State will agree that if the railroad line is rebuilt across the highway the State will reimburse the Paper Company for any additional cost involved in constructing the track across the easement over and above the cost that would have been incurred had the frontage road not been in place. These costs, in general, would include the placing of additional ballast below the subgrade of the service road and the additional cost for treated ties across the frontage road over and above untreated ties which the Paper Company might have used.

You will note that the easement description for File No. 32796 shows ownership by the Spaulding Logging Company. This right-of-way file shows that such ownership was reported by our title examiners. I have discussed it with Mr. W. P. Geisler, Property Manager for the Columbia River Paper Company, and he informs me that this is in error. The property was sold to the Spaulding Logging Company by Mary Chapman in 1909. In January 1942 the Spaulding Logging Company deeded property to the Oregon Pulp and Paper Company. This is recorded in Book 110, page 65, Polk County records. It is a very brief deed reading about as follows: "Spaulding Logging Company deeded to Oregon Pulp and Paper Company all right, title, and interest in the Winona

logging dump extending from the Southern Pacific railroad to and along the banks of the Willamette River in Section 29, Township 7 W., Range 3 W." In January of 1959, the Oregon Pulp and Paper Company deeded the property to the Columbia River Paper Company, and this is recorded in Book 173, page 1, Polk County records. This is a very long and complicated deed affecting the transfer of all Oregon Pulp and Paper Company property. In view of the above, the easement description should read from the Columbia River Paper Company to the State.

It would be appreciated if you would have an agreement prepared between the Columbia River Paper Company and the State in line with the above.

The Columbia River Paper Company is represented by W. P. Geisler, Property Manager, and their address is 1121 S. W. Salmon Street, Portland 5.

G. S. Paxson
Assistant State Highway Engineer

GSP:er

cc Mr. Walter T. Wright
Mr. Esthel Benner

Mr. Wright: Please note the agreement to pay $250 for the easement and also the correction in our title report.

G. S. P.

Pux 437

BEFORE THE PUBLIC UTILITY COMMISSIONER OF OREGON

In the Matter of the Application of the STATE OF OREGON, by and through its State Highway Commission, for authority to construct a crossing at grade with the tracks and right of way of Southern Pacific Company, known as the WEST SALEM SERVICE ROAD GRADE CROSSING project, in the Southeast quarter of the Southwest quarter ($SE\frac{1}{4}$ $SW\frac{1}{4}$) of Section 29, Township 7 South, Range 3 West, W.M., in Polk County, Oregon.

P E T I T I O N

No._____

The Petitioner herein respectfully represents:

I

That the name and address of your Petitioner are State of Oregon, by and through its State Highway Commission, State Highway Building, Salem, Oregon.

II

That this petition is made under the authority of ORS 366.205 and ORS 763.030.

III

That the Petitioner proposes the construction of a revised location of the Willamina-Salem Highway, between Bonneville Station and Patterson Avenue in the City of Salem, to a four-lane width, and that in connection therewith it will be necessary and desirable to construct a service road that will serve property lying southerly of the highway and the tracks and right of way of Southern Pacific Company. The construction of the service road will make it necessary and desirable to construct a crossing at grade of the tracks of the mainline and also of the tracks of a siding

track of Southern Pacific Company as shown on the attached drawing, entitled vicinity map and profile, BPA Sub-Station - West Salem Section, Willamina-Salem Highway, which by this reference is made a part hereof.

IV

That it is and would be impracticable and uneconomical to construct a grade separation at the location by reason of the minor volume of traffic on the service road and on the railroad.

V

That the annual average daily traffic using the service road will be 30 vehicles and that the traffic on the railroad is an average of six train movements per day.

VI

That the grade of the road approaching the railroad tracks from the north is an ascending grade of 3% and the grade proceeding south from the tracks is a descending grade of 2.8%.

VII

That the sight distances approaching the proposed crossing both from the north and the south will exceed 2000 feet.

VIII

That the Petitioner proposes that the construction and maintenance of the crossing be handled and the costs thereof borne as follows:

THINGS TO BE DONE BY STATE:

(a) Prepare plans and specifications and award a contract or contracts for the construction of the proposed service road and supervise the construction thereof.

(b) Make necessary provisions for all highway drainage so water therefrom will not accumulate upon Railroad property.

(c) Finance the construction of the project, without participation therein from funds of Railroad Company, from State and Federal highway funds, including reimbursement to Railroad Company for necessary expenditures incurred in connection therewith under the accounting practices contained in PPM 30-3, issued by the Public Roads Administration, under date of August 15, 1955, and amendments and supplements thereto.

(d) After completion of the project, maintain the service road, including that portion between the rails of both tracks, and other highway facilities.

THINGS TO BE DONE BY RAILROAD COMPANY:

Subject to reimbursement under federal regulations:

(a) Furnish such engineering, inspection, watchman, and flagman services as may be necessary to protect the railroad operations during the construction of the project.

(b) Remove and replace existing signal and communication lines to protect the same during construction.

(c) Furnish and install two Commissioner's Standard 1-R reflectorized crossbuck signs at appropriate locations on each side of the railroad track.

(d) At its own cost and expense, provide and install preservative treated ties, rails, ballast, and headers or guardrails for the retention of highway pavement.

(e) At its own cost and expense maintain the railroad ties, rails, ballast, signs, and other railroad facilities after construction of the project.

IX

That the proposed crossing is in the Southeast quarter of the Southwest quarter (SE¼ SW¼) of Section 29, Township 7 South, Range 3 West, W.M., in Polk County, Oregon.

WHEREFORE, Petitioner prays for an order authorizing such construction and allocation of costs in accordance herewith, and for such other or further order or orders as may be just and proper in the premises.

Dated at Salem, Oregon, this 6th day of June, 1961.

STATE OF OREGON, by and through its
State Highway Commission

L. I. LINDAS
Assistant Attorney General and Chief
Counsel for the State Highway Commission

BY _____
GLEN V. SORENSEN - Staff Attorney

RECEIVED
JUN 9 1961
FOR FILING

COLUMBIA RIVER PAPER CO.

executive offices
1121 S. W. SALMON STREET, PORTLAND 5, OREGON, CApital 2-4241

June 6, 1961

State of Oregon
State Highway Department
Salem, Oregon

ATTENTION: Mr. G. S. Paxson

Gentlemen:

Please refer to your letter of May 5, 1961 concerning the crossing of our log dump spur right of way near the gravel company office at West Salem.

Since our meeting last month some changes have taken place which will effect your proposed work to a moderate degree. The entire trestle, all the rail and the greater part of ties on the spur have been removed. This in no way represents an abandonment of our interests here. We intend holding our ownership and leasehold rights because of the advantages of this location as a log dump site. In view of our recent action it will not be necessary for you to remove the rails and fittings as agreed in your letter. Your contractor will be required only to dispose of the few railroad ties remaining in place near the gravel company office.

Your letter sets forth the obligations of the State on reactivating the spur in a manner which we are willing to present to our board for approval. The consideration for the easement will be $250. Will you please forward your proposed form of agreement to this office for review.

Very truly yours,

COLUMBIA RIVER PAPER CO.

W. P. Geisler
Property Manager

WPG:bms
CC: Mr. Estel Benner

RECEIVED
JUN 8 1961
OREGON
STATE HIGHWAY COMMISSION

THIS IS A SAMPLE OF OUR 20 LB.
TIMBERLINE BOND
MADE IN U.S.A.

RECEIVED
JUN 8 1961
OFFICE OF
STATE HIGHWAY ENGINEER

Order #37843

BEFORE THE PUBLIC UTILITY COMMISSIONER
5-24-61
OF OREGON

SXF-173

In the matter of the Petition of the STATE OF OREGON, by and through its State Highway Commission, for permission to construct a highway above grade over the tracks and right-of-way of Southern Pacific Company, known as the WEST SALEM OVERCROSSING PROJECT, in Polk County, Oregon.	ORDER

The above entitled matter was duly heard on May 3, 1961, at Salem, Oregon, before Lou Greenberg, Examiner for the Commissioner. The following appearances are of record herein:

For Petitioner:

Glen V. Sorensen, Assistant Attorney General, Salem, Oregon
In behalf of State Highway Department

For Respondent:

Kenneth M. Judd, Attorney
Portland, Oregon
In behalf of Southern Pacific Company

For the Commissioner:

C. E. Jaqua, Utility Engineer
Salem, Oregon
In behalf of the Public Utility Commissioner of Oregon

Order #37843

On February 9, 1961, the State of Oregon, hereinafter referred to as Petitioner, by and through its State Highway Commission, filed its petition with the Commissioner pursuant to the provisions of ORS 763.080 and ORS 763.040, for permission to construct a highway above grade over the tracks and right-of-way of Southern Pacific Company, known as the West Salem Overcrossing Project, on the Willamina-Salem Highway (O.S.H.R. #22), in the Northwest quarter (NW¼) of Section 28, Township 7 South, Range 3 West, Willamette Meridian, in Polk County, Oregon.

The petition relates to plans for the construction of a revised location of the above named highway between the Bonneville station and Patterson Avenue in the City of Salem and alleges that in connection therewith it will be necessary in the interest of public safety to construct an overcrossing structure over the tracks and right-of-way of Southern Pacific Company.

Attached to and made a part of said petition are drawings Nos. 16042 and 8889-A, containing a grade line diagram, clearance diagram, vicinity map, section diagram, a fully detailed plan of the proposed structure, topographical map and profile diagram of the location involved.

The petition also sets forth in detail the proposed manner in which the construction and maintenance of the project will be handled and the costs thereof borne.

Copies of the petition were duly served on the mayor and city council of Salem, on the County Court of Polk County and on Southern Pacific Company, hereinafter referred to as Respondent. Of those served only Respondent appeared and answered. The answer of Respondent was, in substance, that it will not oppose the issuance of an order authorizing the construction described in the petition and other relief prayed for therein.

Thereafter the matter was set down for public hearing at the time and place aforementioned by notice dated April 7, 1961, sent to the Petitioner, Respondent and all interested parties.

Evidence was adduced on behalf of Petitioner and Respondent, the hearing was completed and the matter submitted for determination. Based upon said evidence and record it is found that:

Petitioner plans to relocate and widen to a four-lane width that section of the Willamina-Salem Highway (O.S.H.R. #22) lying between the Bonneville Station in Polk County and Patterson Avenue in the City of Salem. The existing highway abuts and runs parallel to Respondent's tracks on the north side thereof. Relocation of that section of the highway, in the manner planned by Petitioner, will result in the easterly portion of the highway being relocated on the south side of said tracks and the westerly portion remaining on the north side. The two portions are to be connected by an overcrossing that will span the tracks and right-of-way of Respondent at a point known as Highway Station 1287+21.26 and Railroad Station 650+68 in the Northwest quarter (NW¼) of Section 28, Township 7 South, Range 3 West, Willamette Meridian, Polk County, Oregon.

Rail traffic at the location in question consists of six train movements daily. The average daily traffic on the proposed overcrossing, when it is completed, will be approximately 6,500 vehicles, which number is expected to increase to 14,300 vehicles by 1975. An overcrossing will be suitable and proper for the safety and convenience of the travelling public since it will permit a division of train and vehicular traffic by separating the grade of the highway from that of the railroad.

The deck structure will be 609 feet in length, along the centerline, and will provide a roadway width of 70 feet. No provision is made for pedestrian walkways. Supporting columns are so arranged as to provide a clear area 18 feet in width north of and between track and face of columns. A minimum distance of 23 feet between top of highest rail and underside of overhead girder will afford adequate vertical clearance, and the horizontal clearances provided are in excess of the minimum prescribed by PUC Order No. 33700.

The roadway at the west end is about 6 feet higher in elevation than at the east end, as the roadway grade ascends westerly through a vertical curve which intersects a westerly ascending tangent grade of 2.81% at

a point approximately 90 feet east of the structure, and an easterly ascending tangent grade of 0.64% some 53 feet west therefrom.

The northern half of the structure extends from bents Nos. 8 to 10 for a distance of 109 feet easterly beyond the southern half, and the southern portion also projects through two spans, and a distance of 88 feet westerly beyond the northern section.

The overcrossing is to have a divider in the center for its entire length and spans of different lengths on each side of the divider. The north side will consist of a 39' concrete deck girder type span at its westerly end, followed by three 108' steel plate girders, then by 49', 60' and 49' concrete deck girder type spans, in that order, at its easterly end, totaling 521'. The south side will consist of 39', 49' and 39' concrete deck girder type spans at its westerly end, in that order, followed by three 108' steel plate girders, and a 49' concrete deck type span at its easterly end, totaling 500'.

The plans, aforesaid, met with the approval of Respondent. No objection thereto was offered by the Commissioner's Staff and the overcrossing should be constructed in accordance therewith.

Construction and maintenance of the proposed project will be handled and the costs thereof borne, as follows:

Petitioner will:

(a) Prepare plans and specifications and award a contract or contracts for the construction of the proposed overcrossing structure, including highway approaches, and supervise the construction thereof.

(b) Finance the construction of said project, from State and Federal highway funds, without participation therein from funds of the Respondent, including reimbursement to Respondent for necessary expenses incurred in connection therewith.

(c) Maintain the said overcrossing structure with its appurtenances and approaches after completion of the project.

Respondent will:

(a) Subject to reimbursement by Petitioner

1. Furnish such engineering, inspection, watchman and flagman services as may be necessary to protect railroad operations during the period of the construction of the project.

2. Move and reinstall such existing right of way fences as necessarily must be moved for the project.

3. Remove and replace existing signal and communication lines to protect the same during construction.

(b) At its own cost and expense maintain the railroad tracks with their appurtenances and facilities after construction.

These proposals have been agreed upon between Petitioner and Respondent. No objections were made and they are approved. The proposals relating to the division of expenses are just and reasonable under the circumstances.

From the foregoing it is concluded that the proposed overcrossing is necessary in connection with the widening and relocation of the Willamina-Salem Highway and is required in the interest of public safety, convenience and general welfare. Permission for the construction thereof should be granted upon the terms and conditions hereinafter set forth; it is therefore

ORDERED that the permission requested in the petition of the State of Oregon, by and through its State Highway Commission, for authority to construct an overcrossing structure over and across the tracks and right-of-way of Southern Pacific Company, known as the West Salem Overcrossing project on the Willamina-Salem Highway in the Northwest Quarter (NW¼) of Section 28, Township 7

South, Range 3, West, Willamette Meridian, Polk County, Oregon, be and hereby is granted. Such overcrossing shall be assigned No. CM-721.5-A in the Commissioner's Catalog of Railroad Crossings in the State of Oregon and shall be constructed upon the following terms and conditions:

(1) The construction shall be done in a good and workman-like manner in accordance with accepted engineering practices and in conformity as to location, grade, elevation and general design, with the plan and profile drawings Nos. 16042 and 8889-A submitted with and made a part of the petition herein, or such revisions thereof as may be mutually agreed upon by Petitioner and Respondent.

(2) Construction and maintenance of the proposed project shall be handled and the costs thereof borne as set forth in the findings of the Commissioner hereinabove made; and it is further

ORDERED that this order shall be effective on the date of the execution hereof.

Made and entered this 24th day of May, 1961.

Joel C. Kill
Public Utility Commissioner

(SEAL)

RECEIVED
JG 4 1961
FOR FILING
4-722(2)
6044

file

Salem, Oregon
May 17, 1961

Right of Way Estimate
West Salem Project
Polk County

Mr. Forrest Cooper
Deputy State Highway Engineer

O f f i c e

We now have estimates on the easterly end of the proposed West Salem project, and the figures are listed below:

File No.	Before Value	Total Value of Taking including damages	Value of the Remainder
32575	$ 25,000	$ 15,000	$ 10,000
33383	100,000	16,000	84,000
32576	12,862	4,500	8,362
32577	23,726	11,600	12,126
26168	47,500	47,500	- 0 -
29505	5,275	2,250	3,025
29506	50,056	10,500	39,556
29507	13,600	1,600	12,000
29508	10,350	9,250	1,100
29509	10,544	7,300	3,244
29510	920	820	100
29511	5,000	2,375	2,625
29512	27,710	12,750	14,960
29513	13,202	1,120	12,082
29514	2,500	1,000	1,500
29515	6,500	2,425	4,075
29516	6,500	1,350	5,150
29517	5,750	950	4,800
29518	6,900	925	5,575
29520	2,650	700	1,950
29521	1,352	550	802

original with map in Right of Way Appraisal Section file
See WCW instructions
(Cn)

map to Earl Smith.

All of the above figures are based upon appraisal except the first two files listed, File No. 32575 and File No. 33383. The appraisal process has not been completed on these two files, and the figures listed are estimates. The remaining files listed have had at least one appraisal.

The total Before Value estimated for the 21 files involved is $377,497.

The Total Value of our Taking is estimated at $150,465. This value of the taking includes all damages to the remainders.

The total Value of the Remainders between Mallary Avenue and the West City Limits after our taking is $227,032. I note that in a letter dated March 27, 1961, which Mr. Williams wrote to Mr. Wesley Kvarsten, he mentioned that the remaining value of property in this area, exclusive of city-owned property, would be approximately $150,000. This area run from Mallary Avenue to Rosemont Street. By using these limits, the following files would need to be eliminated from the above estimate:

32575, 33383, 32576, 32577, 26168 and 29506.

If these files are deleted, the after value of the remaining properties would be $72,966.

I have attached a map of the area which shows in green the property needed for right of way. The property shown in red depicts the remainders of the properties involved.

L. I. LINDAS
Chief Counsel

By

D. E. Hockring
Assistant Right of Way Engineer

DEH:mr
Attachment
cc: Mr. Carl E. Smith
Mr. E. J. Bonner
Mr. L. I. Lindas

RECEIVED
MAY 15 1961
FORM E-20X 20M 7-60 20266
FOR FILING
4.3215
6.216

Mr. Williams

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 12, 1961

NOTED
W. C. WILLIAMS

To: Mr. E. J. Benner
Right of Way Supervisor
State Highway Department
211 Laboratory Building
Salem, Oregon

SUBJECT: Right of Way Policy
Bonneville Station-
Patterson Avenue Section
Willamina-Salem Highway
Polk County

Following your discussions with property owner Ralph Taylor and our own discussions, I have conferred with Mr. Williams relative to a policy on possible slope easements within the right of way limits on the West Salem Project.

I proposed a policy which would refuse permission to private owners to place slopes within the right of way limits of the project, basing my position on these points:

1. Such an arrangement tends to defeat the city zoning plan.

2. Such an arrangement whereby slope might be constructed at a time and in a manner of the owner's choosing greatly complicates our drainage and access control.

3. The policy should be the same for all owners. In this instance, filling of the adjoining property would require joint action of all owners and would complicate negotiation and condemnation actions.

Mr. Williams concurred in my arguments and stated that he will stand behind a policy of negotiating with the owners along Edgewater Street (and the remainder of the project) with the understanding that no fill slopes will be permitted to encroach into our right of way, as outlined on the descriptions in your possession.

WALTER T. WRIGHT
Right of Way Engineer

RECEIVED
MAY 12 1961
OFFICE OF
STATE HIGHWAY ENGINEER

WTW:ag

cc Mr. W. C. Williams ✓
Mr. Forrest Cooper
Mr. L. I. Lindas

RECEIVED
MAY 11 1961
FORM E-30X 50M 7-60 29396
FOR FILING
4-322(5)
6246

Mr. Paxson

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 10, 1961

SUBJECT: Private Railroad Crossings
Bonneville Station-
Patterson Avenue Section
Willamina-Salem Highway
Polk County

To: Mr. E. J. Benner
Right of Way Supervisor
State Highway Department
211 Laboratory Building
Salem, Oregon

This will supplement my letter of May 4 relative to the closing of private crossing rights in those areas where access may be permitted to frontage road construction.

George Rohde has informed me that he feels that a letter from the property owner will probably do the trick.

He states that the letter should be addressed to the State Highway Commission and to the Southern Pacific Company and should inform the Company that any permits outstanding may be cancelled and the crossings closed.

WALTER T. WRIGHT
Right of Way Engineer

WTW:zg

cc Mr. G. S. Paxson ✓
Mr. L. I. Lindas

NOTED

RECEIVED
MAY 11 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 5 1961
FOR FILING

Salem, Oregon
May 5, 1961

Mr. J. W. DeSouza

Service Road Grade Crossing
West Salem Section
Salem-Willamina Highway

In connection with the reconstruction of that section of the Willamina-Salem Highway extending through West Salem and easterly to the Bonneville Power Administration Substation, we are to establish a grade crossing of the Southern Pacific Company's track for a service road which will give access to considerable property lying southerly from the railroad and would otherwise be landlocked. The crossing will be in the SE¼ of the SW¼ of Section 29, T. 17 S., R. 3 W. The railroad station at the intersection is 606+50, and the station on the frontage road is FR 5+00. The angle between the tangent to the railroad curve and the centerline of the frontage road northerly of the railroad is 90 degrees. The railroad grade line is approximately level, and the frontage road at the crossing of the tracks is level, but approaching the tracks from the north, the frontage road ascends on a 3 per cent grade, and leaving the tracks toward the south, it descends on a 2.8 per cent grade.

This is a very minor frontage road, and it is estimated that the average daily traffic will not exceed 30 vehicles per day. During the harvest season, traffic on individual days may exceed this amount. There are six train movements per day over the railroad, three in daylight hours and three at night. The road section is shown on the attached map and will consist of two 9-foot travel lanes with a 1-foot shoulder on each side. After construction of our highway, the sight distance from the crossing each way will exceed 2,000 feet.

This is a federal-aid project, and, since it does not eliminate any existing crossing of the tracks, the federal rules do not assign any benefit to the railroad company, and it is, therefore, proposed that all costs be borne by the State and paid by State and Federal funds except as detailed hereinafter:

THINGS TO BE DONE BY RAILROAD:

1. Place their ties, ballast and track at the point of crossing in first class condition so that pavement can be placed thereon, the cost of this work to be borne by Railroad Company.

2. Install reflectorized cross-bucks at the crossing at the cost of the State.

3. Provide such watchman and flagman services as may be necessary to safeguard their interests, this service to be provided at the cost of the State.

4. At the completion of the project, submit bills for all reimbursable costs in accordance with the provisions of PPM 30-3 and amendments and supplements thereto.

THINGS TO BE DONE BY STATE:

1. Construct subgrade and base course outside of the track area and pave across entire width of the Railroad right of way, including the track area.

2. Make provisions for all highway drainage so that water therefrom will not accumulate upon Railroad property.

At the completion of the project, Railroad is to maintain its roadbed, ties track and all other railroad facilities, and the State is to maintain all highway facilities, including the pavement across the track area.

Upon the completion of the project and the opening of the service road to public traffic, the existing private grade crossings, as shown on the attached map, will be physically closed.

There is a siding track at this location so that the crossing will be across both the main line and the siding track.

It would be appreciated if you would make the necessary application to the Public Utility Commissioner for a grade crossing at this point.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

P.S.: Railroad, at cost of State, should also make any necessary revisions to their communication lines.

RECEIVED
MAY 5 1961
FOR FILING

May 5, 1961

Columnia River Paper Company
1121 S. W. Salmon
Portland, Oregon

Attention: Mr. Geisler

Dear Sir:

In accordance with our conference yesterday morning at the site of the crossing of your log dump spur near the gravel company offices west of West Salem, I present the following proposal to you covering the crossing of this spur by our proposed frontage road.

It is requested that your company grant to the State Highway Commission an easement across your right of way 30 feet in width, being 15 feet on each side of the centerline of the proposed service road. The areas in question are shown on Drawing 1F3-1296, copy of which is attached. You will note that there are two parcels in question, one being the crossing of the right of way as covered by a deed to the Spaulding Logging Company, and the second parcel being a very small triangle adjacent to the centerline of Section 29 and shown in our records as being a portion of the property covered by a deed to the Oregon Pulp & Paper Company. It is out understanding that properties of each of these companies are now held in the name of the Columbia River Paper Company. The State would remove the rails and rail fittings from the area covered by this easement and stockpile them upon your right of way west of the crossing. The State would construct the frontage road through the easement and bear all costs of this construction.

The State will further agree that if in the future the Paper Company decides to reactivate the track across the frontage road as a railroad facility, the State will reimburse the Paper Company for any additional cost involved in constructing the track over and above the cost that would have been incurred had the frontage road not been in place. These costs would include the placing

of additional ballast below the subbase which the State would install as a part of its frontage road construction and the additional cost for treated ties across the frontage road over and above the cost of untreated ties which the Paper Company might have used.

It was brought out in our conference that should this track be removed subsequent to the building of the frontage road, it would be necessary for the Paper Company to obtain the approval of the Public Utility Commissioner for the crossing at grade of the frontage road by the track. While the present Highway Commission cannot bind any future Commission, there would seem to be no reason why any objection should be made to this crossing in view of the fact that this is a very minor service road and can never carry any great volume of traffic.

If this proposal meets with your approval, please advise, and I will have the necessary agreement between the State and your company prepared, which will include descriptions of the property covered by the requested easement.

I attach hereto a print from a vicinity map of this area which shows the alignment of your spur track and the service road. This service road will be a public road and will be open to traffic for your company as well as any other traffic.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. S. Paxson
Assistant State Highway Engineer

Attach.

CSP:ma

cc to: Mr. W. C. Williams
Mr. Tom Edwards
Mr. Walter T. Wright
Mr. J. D. Walker

RECEIVED
MAY 5 1961
FORM E-30X 50M 7-60 29306
FOR FILING
11-322 (5)
Lewis

Mr. Paxson

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 4, 1961

SUBJECT: Private Railroad Crossings
West Salem to
Bonneville Station

To:

Mr. E. J. Benner
Right of Way Supervisor
State Highway Department
211 Laboratory Building
Salem, Oregon

A preliminary construction plan which depicts our proposed frontage road construction along the vicinity of the Spalding Log Dump indicates the desirability of closing certain points where private railroad crossing rights exist and substituting therefor access to our new frontage road.

Will you please make a point of notifying Mr. Paxson as soon as you have obtained the consent of these owners to the closure of the private grade crossing? Mr. Paxson will then consummate the necessary arrangements with the Railroad Company.

You had better check with our Legal Division, but it would be my opinion that an informal agreement with the property owners would suffice our purpose.

WALTER T. WRIGHT
Right of Way Engineer

WTW:zg

cc Mr. L. I. Lindas
Mr. G. S. Paxson ✓

By informal agreement I refer to a letter of understanding.

WTW

NOTED

RECEIVED
MAY 5 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 1 1961
FOR FILING
14-382(5)
6046

May 1, 1961

Mr. A. W. Kilborn, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

Re: Bonneville Station-Patterson Avenue Section,
Willamina-Salem Highway, Polk County

Under separate cover, I am sending you two prints from our map 88-21-12, dated February 1961 and revised April 1961; and two prints from cross sections of areas shown on the map which is our map 88-21-12a, dated February 1961 and revised April 1961. I also enclose two copies of easements for the 19 parcels shown on the maps.

These easements cover encroachments necessary for the construction of the above-mentioned section, which extends through West Salem westerly to the Bonneville Power Company Station. You will note that we show eight encroachments for the installation of drainage pipes under the Railroad Company's track. These are to insure that drainage from our highway construction will not pocket between the highway and the railroad. You will also note that the area shown in brown between Railroad Stations 622+10.4 and 638+00 is not accompanied by a description. This is the property which we propose to deed to the Southern Pacific Company in exchange for Parcel No. 1, shown in yellow on the map. This property will be acquired by the State as a part of other right-of-way acquisitions in the area, the transfer to be made at the time construction is complete and the railroad is operating on the new alignment.

These are submitted at this time so that proper exhibits may be prepared for the agreement covering this section.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

[redacted]

cc W. C. Williams

FORM E-30 50M 2-60 20118

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 26, 1961

To:
Mr. G. S. Paxson
Assistant Highway Engineer
Office

SUBJECT:
R/W File 32800 - S.P.R.R. Co.
Bonneville Sta. - Patterson Ave. Sect.
Willamina - Salem Highway
Polk County

Attached are two copies of descriptions, dated April 19, 1961, two prints of encroachment map 8B-21-12, dated April 1961 and two prints of encroachment cross-section map 8B-21-12a, Part 1 & 2, dated April 1961 concerning right of way, easements and encroachments required from the Southern Pacific Railroad Company, on the subject section.

Tom Edwards
Construction Engineer

By [signature]

D. J. Barbee
Assistant Construction Engineer

FOS

Attach.

cc: Mr. W. T. Wright

8B-21-12

RECEIVED
APR 27 1961
OFFICE OF
STATE HIGHWAY ENGINEER

DESCRIPTION ONLY

Southern Pacific Railroad Company

File No. 32800
PC 4-19-61
8B-13-6

Bonneville Station-Patterson Avenue Section

Polk County

Willamina-Salem Highway

R/W, Easements & R. R. Encroachments

PARCEL NO. 1

A parcel of land lying in the E½ of Section 29, Township 7 South, Range 3 West, W.M., Polk County, Oregon, and being a portion of that property described in those deeds to Salem, Falls City and Western Railway Company, recorded in Book 47, Page 468, Book 50, Page 139 and in Book 41, Page 435 of Polk County Records of Deeds; the said parcel being that portion of said property lying Northerly of a line which is parallel with and 20 feet Northerly of the center line of the relocated Main Track of the Southern Pacific Company and lying Easterly of a line drawn radially to said center line at R. R. Station 622+10.4, which center line is described as follows:

Beginning at Engineer's center line Station RR 622+10.4 on the center line of the existing Main Track of the Southern Pacific Company, said Station being 494.96 feet South and 325.27 feet West of the most Southerly corner of Lot 1, Block 1, College Subdivision, Polk County, Oregon; thence 150 feet on a spiral curve left through a spiral angle of 3° 45' to Station 623+60.4 the beginning of a 1° 00' curve left (the tangent to said curve at Station 623+60.4 bearing North 48° 48' 20" East); thence 700 feet on said 1° 00' curve left to Station 630+60.4 the beginning of a spiral curve left (the tangent to said curve at Station 630+60.4 bearing North 41° 48' 20" East); thence 60 feet on said spiral curve left through a spiral angle of 0° 18' to Station 631+20.4 (the tangent to said curve at Station 631+20.4 bearing North 41° 30' 20" East); thence North 41° 30' 20" East 448.2 feet to Station 635+68.6 the beginning of a spiral curve right; thence 50 feet on said spiral curve right through a spiral angle of 0° 15' to Station 636+18.6 the beginning of a 1° 00' curve to the right (the tangent to said 1° 00' curve at Station 636+18.6 bearing North 41° 45' 20" East); thence 230 feet on said 1° 00' curve right to Station 638+48.6 the beginning of a spiral curve right (the tangent to said curve at Station 638+48.6 bearing North 44° 03' 20" East); thence 50 feet on said spiral curve right through a spiral angle of 0° 15' to Equation Station 638+98.6 equals 639+21.1 on the center line of the existing Main Track of the Southern Pacific Company (the tangent to said spiral at Equation Station 638+98.6 equals 639+21.1 bearing North 44° 18' 20" East)

EXCEPT therefrom that property described in that deed to the State of Oregon, by and through its State Highway Commission, recorded in Book 98, Page 287 of Polk County Records of Deeds.

(Bearings used herein are based upon the Oregon Co-ordinate System, North Zone.)

The parcel of land to which this description applies contains 1.2 acres, more or less.

PARCEL NO. 2 An easement for structure, over or on the following described parcel, to-wit:

A parcel of land lying in Out Lots 6 and 7, Fair Oaks, in Township 7 South, Range 3 West, W.M., Polk County, Oregon, and being a portion of that property described in that certain deed to Salem, Falls City and Western Railway Company, recorded in Book 50, Page 105 of Polk County Records of Deeds; the said parcel being that portion of said property situated in said Out lots 6 and 7 and included in a strip of land 100 feet in width, 50 feet on each side of the center line of the Willamina-Salem Highway as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 1269+94.51, said Station being 375.41 feet North and 411.89 feet East of the most Southerly corner of Lot 1, Block 1, College Subdivision, Polk County Oregon; thence North 40° 10' East 803.58 feet; thence on a spiral curve right (the long chord of which bears North 46° 09' 42" East) 600 feet; thence on a 954.93 foot radius curve right (the long chord of which bears North 64° 01' East) 195

DESCRIPTION ONLY

Southern Pacific Railroad Company

File No. 32800
PC 4-19-61
8B-13-6

Bonneville Station-Patterson Avenue Section

Polk County

Willamina-Salem Highway

R/W, Easements & R. R. Encroachments

PARCEL NO. 1

A parcel of land lying in the E½ of Section 29, Township 7 South, Range 3 West, W.M., Polk County, Oregon, and being a portion of that property described in those deeds to Salem, Falls City and Western Railway Company, recorded in Book 47, Page 468, Book 50, Page 139 and in Book 41, Page 435 of Polk County Records of Deeds; the said parcel being that portion of said property lying Northerly of a line which is parallel with and 20 feet Northerly of the center line of the relocated Main Track of the Southern Pacific Company and lying Easterly of a line drawn radially to said center line at R. R. Station 622+10.4, which center line is described as follows:

Beginning at Engineer's center line Station RR 622+10.4 on the center line of the existing Main Track of the Southern Pacific Company, said Station being 494.96 feet South and 325.27 feet West of the most Southerly corner of Lot 1, Block 1, College Subdivision, Polk County, Oregon; thence 150 feet on a spiral curve left through a spiral angle of 3° 45' to Station 623+60.4 the beginning of a 1° 00' curve left (the tangent to said curve at Station 623+60.4 bearing North 48° 48' 20" East); thence 700 feet on said 1° 00' curve left to Station 630+60.4 the beginning of a spiral curve left (the tangent to said curve at Station 630+60.4 bearing North 41° 48' 20" East); thence 60 feet on said spiral curve left through a spiral angle of 0° 18' to Station 631+20.4 (the tangent to said curve at Station 631+20.4 bearing North 41° 30' 20" East); thence North 41° 30' 20" East 448.2 feet to Station 635+68.6 the beginning of a spiral curve right; thence 50 feet on said spiral curve right through a spiral angle of 0° 15' to Station 636+18.6 the beginning of a 1° 00' curve to the right (the tangent to said 1° 00' curve at Station 636+18.6 bearing North 41° 45' 20" East); thence 230 feet on said 1° 00' curve right to Station 638+48.6 the beginning of a spiral curve right (the tangent to said curve at Station 638+48.6 bearing North 44° 03' 20" East); thence 50 feet on said spiral curve right through a spiral angle of 0° 15' to Equation Station 638+98.6 equals 639+21.1 on the center line of the existing Main Track of the Southern Pacific Company (the tangent to said spiral at Equation Station 638+98.6 equals 639+21.1 bearing North 44° 18' 20" East)

EXCEPT therefrom that property described in that deed to the State of Oregon, by and through its State Highway Commission, recorded in Book 98, Page 287 of Polk County Records of Deeds.

(Bearings used herein are based upon the Oregon Co-ordinate System, North Zone.)

The parcel of land to which this description applies contains 1.2 acres, more or less.

PARCEL NO. 2 An easement for structure, over or on the following described parcel, to-wit:

A parcel of land lying in Out Lots 6 and 7, Fair Oaks, in Township 7 South, Range 3 West, W.M., Polk County, Oregon, and being a portion of that property described in that certain deed to Salem, Falls City and Western Railway Company, recorded in Book 50, Page 105 of Polk County Records of Deeds; the said parcel being that portion of said property situated in said Out lots 6 and 7 and included in a strip of land 100 feet in width, 50 feet on each side of the center line of the Willamina-Salem Highway as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 1269+94.51, said Station being 375.41 feet North and 411.89 feet East of the most Southerly corner of Lot 1, Block 1, College Subdivision, Polk County Oregon; thence North 40° 10' East 803.58 feet; thence on a spiral curve right (the long chord of which bears North 46° 09' 42" East) 600 feet; thence on a 954.93 foot radius curve right (the long chord of which bears North 64° 01' East) 195 feet; thence on a spiral curve right (the long chord of which bears North 81° 52' 18" East) 600 feet; thence North 87° 52' East 306.91 feet to Station 1295+00, said center line crosses the Main Track center line of the Southern Pacific Company at Highway Station 1287+21.26, said crossing point also being at Station RR 650+68 on the said Main Track center line.

The parcel of land to which this description applies contains 0.24 acre.

R/W, Easements & R. R. Encroachments

PARCEL NO. 1

A parcel of land lying in the E½ of Section 29, Township 7 South, Range 3 West, W.M., Polk County, Oregon, and being a portion of that property described in those deeds to Salem, Falls City and Western Railway Company, recorded in Book 47, Page 468, Book 50, Page 139 and in Book 41, Page 435 of Polk County Records of Deeds; the said parcel being that portion of said property lying Northerly of a line which is parallel with and 20 feet Northerly of the center line of the relocated Main Track of the Southern Pacific Company and lying Easterly of a line drawn radially to said center line at R. R. Station 622+10.4, which center line is described as follows:

Beginning at Engineer's center line Station RR 622+10.4 on the center line of the existing Main Track of the Southern Pacific Company, said Station being 494.96 feet South and 325.27 feet West of the most Southerly corner of Lot 1, Block 1, College Subdivision, Polk County, Oregon; thence 150 feet on a spiral curve left through a spiral angle of 3° 45' to Station 623+60.4 the beginning of a 1° 00' curve left (the tangent to said curve at Station 623+60.4 bearing North 48° 48' 20" East); thence 700 feet on said 1° 00' curve left to Station 630+60.4 the beginning of a spiral curve left (the tangent to said curve at Station 630+60.4 bearing North 41° 48' 20" East); thence 60 feet on said spiral curve left through a spiral angle of 0° 18' to Station 631+20.4 (the tangent to said curve at Station 631+20.4 bearing North 41° 30' 20" East); thence North 41° 30' 20" East 448.2 feet to Station 635+68.6 the beginning of a spiral curve right; thence 50 feet on said spiral curve right through a spiral angle of 0° 15' to Station 636+18.6 the beginning of a 1° 00' curve to the right (the tangent to said 1° 00' curve at Station 636+18.6 bearing North 41° 45' 20" East); thence 230 feet on said 1° 00' curve right to Station 638+48.6 the beginning of a spiral curve right (the tangent to said curve at Station 638+48.6 bearing North 44° 03' 20" East); thence 50 feet on said spiral curve right through a spiral angle of 0° 15' to Equation Station 638+98.6 equals 639+21.1 on the center line of the existing Main Track of the Southern Pacific Company (the tangent to said spiral at Equation Station 638+98.6 equals 639+21.1 bearing North 44° 18' 20" East)

EXCEPT therefrom that property described in that deed to the State of Oregon, by and through its State Highway Commission, recorded in Book 98, Page 287 of Polk County Records of Deeds.

(Bearings used herein are based upon the Oregon Co-ordinate System, North Zone.)

The parcel of land to which this description applies contains 1.2 acres, more or less.

PARCEL NO. 2 An easement for structure, over or on the following described parcel, to-wit:

A parcel of land lying in Out Lots 6 and 7, Fair Oaks, in Township 7 South, Range 3 West, W.M., Polk County, Oregon, and being a portion of that property described in that certain deed to Salem, Falls City and Western Railway Company, recorded in Book 50, Page 105 of Polk County Records of Deeds; the said parcel being that portion of said property situated in said Out lots 6 and 7 and included in a strip of land 100 feet in width, 50 feet on each side of the center line of the Willamina-Salem Highway as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 1269+94.51, said Station being 375.41 feet North and 411.89 feet East of the most Southerly corner of Lot 1, Block 1, College Subdivision, Polk County Oregon; thence North 40° 10' East 803.58 feet; thence on a spiral curve right (the long chord of which bears North 46° 09' 42" East) 600 feet; thence on a 954.93 foot radius curve right (the long chord of which bears North 64° 01' East) 195 feet; thence on a spiral curve right (the long chord of which bears North 81° 52' 18" East) 600 feet; thence North 87° 52' East 306.91 feet to Station 1295+00, said center line crosses the Main Track center line of the Southern Pacific Company at Highway Station 1287+21.26, said crossing point also being at Station RR 650+68 on the said Main Track center line.

The parcel of land to which this description applies contains 0.24 acre.

PARCEL NO. 3 An easement for grade crossing for frontage road, over or on the following described parcel, to-wit:

A parcel of land lying in the SW¼ of Section 29, Township 7 South, Range 3 West, W.M., Polk County, Oregon, and being a portion of that property described in that certain deed

to Salem, Falls City and Western Railway Company, recorded in Book 47, Page 463, and in that deed to Southern Pacific Railway Company, recorded in Book 93, Page 188 of Polk County Records of Deeds; tne said parcel being that portion of said property lying between lines drawn radially to the Southern Pacific Railroad Company Main Track at Station 606+20 and 606+90, containing 4,900 square feet.

Railroad Encroachment

PARCEL NO. 4

A parcel of land lying in the SW¼ of Section 29, Township 7 South, Range 3 West, W.M., Polk County, Oregon, the said parcel being a strip of land extending from a line at right angles to the center line of the Southern Pacific Railroad Company Main Track at Station 591+03 to a line at right angles to said center line at Station 595+07; said strip of land being 2 feet in width, lying between lines which are parallel to and 18 feet Northeasterly and 20 feet Northeasterly of said center line.

The parcel of land to which this description applies contains 808 square feet.

Railroad Encroachment

PARCEL NO. 5

A parcel of land lying in the SW¼ of Section 29, Township 7 South, Range 3 West, W.M., Polk County, Oregon, and being a portion of that property described in that certain deed to Southern Pacific Company, recorded in Book 93, Page 188 of Polk County Records of Deeds; the said parcel being that portion of said property lying Easterly of Parcel #3 and Southerly of a line which is parallel with and 30 feet Southerly of the Main Track center line of the Southern Pacific Company, containing 0.07 acre.

Railroad Encroachment

PARCEL NO. 6

A parcel of land lying in the SE¼ of Section 29, Township 7 South, Range 3 West, W.M., Polk County, Oregon, the said parcel being bounded on the Northerly side by that property designated as Parcel #1 and described in that deed to the State of Oregon, recorded in Book 98, Page 285 of Polk County Records of Deeds; bounded on the Southerly side by a line which is parallel to and 20 feet Northerly of the center line of the Southern Pacific Railroad Company Main Track; bounded on the Westerly side by the North and South center line of said Section 29 and bounded on the Easterly side by a line drawn radially to said Southern Pacific Railroad Company center line at Station 622+10.4.

The parcel of land to which this description applies contains 0.38 acre.

Railroad Encroachment

PARCEL NO. 7

A parcel of land lying in Out Lot 6, Fair Oaks, situated in Section 28, Township 7 South, Range 3 West, W.M., Polk County, Oregon, the said parcel being a strip of land extending from the Northerly line of Parcel #2 to a line which is drawn radially to the center line of the Southern Pacific Railroad Company Main Track at Station 654+70, said strip of land being 5 feet in width, lying between lines which are parallel to and 15 feet Southerly and 20 feet Southerly of said center line.

The parcel of land to which this description applies contains 1,000 square feet, more or less.

PARCEL NO. 8 An easement for construction and footings, over or on the following described parcel, to-wit:

A parcel of land lying in Out Lot 6, Fair Oaks, situated in Section 28, Township 7 South, Range 3 West, W.M., Polk County, Oregon, the said parcel being a strip of land extending from the Northerly line of Parcel #2 to a line which is drawn radially to the center line of the Southern Pacific Railroad Company Main Track at Station 654+70, said strip of land being 5 feet in width lying Northerly of and adjacent to Parcel #7.

The parcel of land to which this description applies contains 1,100 square feet, more or less.

PARCEL NO. 9 An easement for slopes, over or on the following described parcel, to-wit:

A parcel of land lying in Out Lot 6, Fair Oaks, situated in Section 28, Township 7 South, Range 3 West, W.M., Polk County, Oregon, the said parcel being a strip of land extending from a line at right angles to the center line of the Southern Pacific Railroad Company Main Track at Station 657+00 to a line at right angles to said center line at

Station 659+00, said strip of land being 3 feet in width lying between lines which are parallel to and 37 feet Southerly and 40 feet Southerly of said Railroad center line.

The parcel of land to which this description applies contains 600 square feet.

PARCEL NO. 10 An easement for slopes, over or on the following described parcel, to-wit:
A parcel of land lying in Out Lot 7, Fair Oaks, Township 7 South, Range 3 West, W.M., Polk County, Oregon, the said parcel being a strip of land extending from a line which is at right angles to the center line of the Southern Pacific Railroad Company Main Track at Station 648+00 to the Southerly line of Parcel #2, said strip of land being 8 feet in width, lying between lines which are parallel to and 12 feet Northerly and 20 feet Northerly of said center line.

The parcel of land to which this description applies contains 1,680 square feet, more or less.

PARCEL NO. 11 An easement for slopes, construction of footings, over or on the following described parcel, to-wit:
A parcel of land lying in the SW¼ of Section 29, Township 7 South, Range 3 West, W.M., Polk County, Oregon, the said parcel being a strip of land extending from a line at right angles to the center line of the Southern Pacific Railroad Company Main Track at Station 589+54 to a line at right angles to said center line at Station 597+00, said strip of land being 5 feet in width lying between lines which are parallel to and 15 feet Northeasterly and 20 feet Northeasterly of said center line.

EXCEPT therefrom Parcel #4.

The parcel of land to which this description applies contains 2,922 square feet.

PARCEL NO. 12 An easement for slopes and pipe, over or on the following described parcel, to-wit:
A parcel of land lying in Section 29, Township 7 South, Range 3 West, W.M., Polk County, Oregon, the said parcel being a strip of land extending from a line which is drawn radially to the center line of the Southern Pacific Railroad Company Main Track at Station 609+50 to a line drawn radially to said center line at Station 622+10.4, said strip of land being 10 feet in width lying between lines which are parallel to and 10 feet Northerly and 20 feet Northerly of said center line.

The parcel of land to which this description applies contains 12,604 square feet.

PARCEL NO. 13 An easement for slopes, over or on the following described parcel, to-wit:
A parcel of land lying in the SE¼ of Section 29, Township 7 South, Range 3 West, W.M., Polk County, Oregon, the said parcel being a strip of land extending from a line drawn radially to the center line of the relocated Southern Pacific Railroad Company Main Track at Station 622+10.4 to a line drawn radially to said center line at Station 624+50, said strip of land being 5 feet in width, lying between lines which are parallel to and 15 feet Northerly and 20 feet Northerly of said center line which center line is described in Parcel #1.

The parcel of land to which this description applies contains 1,198 square feet.

PARCEL NO. 14 An easement for drainage pipe, over or on the following described parcel, to-wit:
A parcel of land lying in the SW¼ of Section 29, Township 7 South, Range 3 West, W.M., Polk County, Oregon, and being a portion of that property described in that certain deed to Salem, Falls City and Western Railway Company, recorded in Book 47, Page 463 and in that deed to the Southern Pacific Company, recorded in Book 93, Page 188 of Polk County Records of Deeds; the said parcel being that portion of said property lying between lines which are drawn radially to the center line of the Southern Pacific Railroad Company Main Track at Stations 602+50 and 602+70.

The parcel of land to which this description applies contains 1,400 square feet.

PARCEL NO. 15 An easement for drainage pipe, over or on the following described parcel, to-wit:
A parcel of land lying in the SE¼ of Section 29, Township 7 South, Range 3 West, W.M., Polk County, Oregon, and being a portion of that property described in that certain deed to Salem, Falls City and Western Railway Company, recorded in Book 47, Page 468 of Polk County Records of Deeds; the said parcel being that portion of said property lying Southerly

Station 659+00, said strip of land being 3 feet in width lying between lines which are parallel to and 37 feet Southerly and 40 feet Southerly of said Railroad center line.

The parcel of land to which this description applies contains 600 square feet.

PARCEL NO. 10 An easement for slopes, over or on the following described parcel, to-wit:
A parcel of land lying in Out Lot 7, Fair Oaks, Township 7 South, Range 3 West, W.M., Polk County, Oregon, the said parcel being a strip of land extending from a line which is at right angles to the center line of the Southern Pacific Railroad Company Main Track at Station 646+00 to the Southerly line of Parcel #2, said strip of land being 8 feet in width, lying between lines which are parallel to and 12 feet Northerly and 20 feet Northerly of said center line.

The parcel of land to which this description applies contains 1,680 square feet, more or less.

PARCEL NO. 11 An easement for slopes, construction of footings, over or on the following described parcel, to-wit:
A parcel of land lying in the SW¼ of Section 29, Township 7 South, Range 3 West, W.M., Polk County, Oregon, the said parcel being a strip of land extending from a line at right angles to the center line of the Southern Pacific Railroad Company Main Track at Station 589+54 to a line at right angles to said center line at Station 597+00, said strip of land being 5 feet in width lying between lines which are parallel to and 15 feet Northeasterly and 20 feet Northeasterly of said center line.

EXCEPT therefrom Parcel #4.

The parcel of land to which this description applies contains 2,922 square feet.

PARCEL NO. 12 An easement for slopes and pipe, over or on the following described parcel, to-wit:
A parcel of land lying in Section 29, Township 7 South, Range 3 West, W.M., Polk County, Oregon, the said parcel being a strip of land extending from a line which is drawn radially to the center line of the Southern Pacific Railroad Company Main Track at Station 609+50 to a line drawn radially to said center line at Station 622+10.4, said strip of land being 10 feet in width lying between lines which are parallel to and 10 feet Northerly and 20 feet Northerly of said center line.

The parcel of land to which this description applies contains 12,604 square feet.

PARCEL NO. 13 An easement for slopes, over or on the following described parcel, to-wit:
A parcel of land lying in the SE¼ of Section 29, Township 7 South, Range 3 West, W.M., Polk County, Oregon, the said parcel being a strip of land extending from a line drawn radially to the center line of the relocated Southern Pacific Railroad Company Main Track at Station 622+10.4 to a line drawn radially to said center line at Station 624+50, said strip of land being 5 feet in width, lying between lines which are parallel to and 15 feet Northerly and 20 feet Northerly of said center line which center line is described in Parcel #1.

The parcel of land to which this description applies contains 1,198 square feet.

PARCEL NO. 14 An easement for drainage pipe, over or on the following described parcel, to-wit:
A parcel of land lying in the SW¼ of Section 29, Township 7 South, Range 3 West, W.M., Polk County, Oregon, and being a portion of that property described in that certain deed to Salem, Falls City and Western Railway Company, recorded in Book 47, Page 463 and in that deed to the Southern Pacific Company, recorded in Book 93, Page 188 of Polk County Records of Deeds; the said parcel being that portion of said property lying between lines which are drawn radially to the center line of the Southern Pacific Railroad Company Main Track at Stations 602+50 and 602+70.

The parcel of land to which this description applies contains 1,400 square feet.

PARCEL NO. 15 An easement for drainage pipe, over or on the following described parcel, to-wit:
A parcel of land lying in the SE¼ of Section 29, Township 7 South, Range 3 West, W.M., Polk County, Oregon, and being a portion of that property described in that certain deed to Salem, Falls City and Western Railway Company, recorded in Book 47, Page 468 of Polk County Records of Deeds; the said parcel being that portion of said property lying Southerly of Parcel #12 and lying between lines which are drawn radially to the center line of the

Southern Pacific Railroad Company Main Track at Station 615+50 and Station 615+70.

The parcel of land to which this description applies contains 800 square feet.

PARCEL NO. 16 An easement for drainage pipe, over or on the following described parcel, to-wit:

A parcel of land lying in the SE¼ of Section 29,Township 7 South, Range 3 West, W.M., Polk County, Oregon, and being a portion of that property described in that certain deed to Salem, Falls City and Western Railway Company, recorded in Book 47, Page 468 of Polk County Records of Deeds; the said parcel being that portion of said property lying Southerly of Parcel #12 and lying between lines which are drawn radially to the center line of the Southern Pacific Railroad Company Main Track at Station 621+00 and Station 621+20.

The parcel of land to which this description applies contains 800 square feet.

PARCEL NO. 17 A pipe easement, over or on the following described parcel, to-wit:

A parcel of land lying in the SE¼ of Section 29, Township 7 South, Range 3 West, W.M., Polk County, Oregon, and being a portion of that property described in that certain deed to Salem, Falls City and Western Railway Company, recorded in Book 47, Page 468 of Polk County Records of Deeds; the said parcel being that portion of said property lying Southeasterly of Parcel #1 and between lines which are drawn radially to the center line of the relocated Southern Pacific Railroad Company Main Track at Station 625+90 and Station 626+10.

The center line herein referred to is described in Parcel #1.

The parcel of land to which this description applies contains 350 square feet, more or less.

PARCEL NO. 18 A pipe easement, over or on the following described parcel, to-wit:

A parcel of land lying in the SE¼ of Section 29, Township 7 South, Range 3 West, W.M., Polk County, Oregon, and being a portion of that property described in those certain deeds to Salem, Falls City and Western Railway Company, recorded in Book 50, Page 139 and in Book 41, Page 435 of Polk County Records of Deeds; the said parcel being that portion of said property lying Southeasterly of Parcel #1, and extending from a line which is at right angles to the center line of the relocated Southern Pacific Railroad Company Main Track at Station 635+50 to a line which is drawn radially to said center line at Station 635+70.

The center line herein referred to is described in Parcel #1.

The parcel of land to which this description applies contains 430 square feet.

PARCEL NO. 19 A pipe easement, over or on the following described parcel, to-wit:

A parcel of land lying in Out Lot 7, Fair Oaks, situated in Section 27, Township 7 South, Range 3 West, W.M., Polk County, Oregon, and being a portion of that property described in that certain deed to Salem, Falls City and Western Railway Company, recorded in Book 50, Page 105 of Polk County Records of Deeds; the said parcel being that portion of said property lying between lines which lie at right angles to the center line of the Southern Pacific Railroad Company Main Track at Station 643+70 and Station 643+90, respectively.

The parcel of land to which this description applies contains 800 square feet.

lw/pl

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10416

Salem, Oregon
April 12, 1961

Mr. Tom Edwards

I hand you herewith the original of the permit from the Army Engineers covering the proposed embankment and borrow in the Willamette River for the West Salem-Bonneville Station Section of the Salem-Willamina Highway.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

cc to: Mr. J. D. Walker

RECEIVED
MAR 13 1961
FOR FILING
4-325(5)
6046

U. S. ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND 5, OREGON

REFERRED TO
Paxson
by St. Bridges Engr.

NPPKW-1.4
NPP 285/70a(Will.R.-Fill)-5.

9 March 1961

PUBLIC NOTICE

The Oregon State Highway Department, Salem, Oregon has applied to the U. S. Army Engineers for a permit to construct a fill, a portion of which will extend into the Willamette River, Mile 85 to Mile 87, near Salem, Oregon.

It is planned to reconstruct a section of the Willamina-West Salem Highway westerly from the Salem city limits in West Salem.

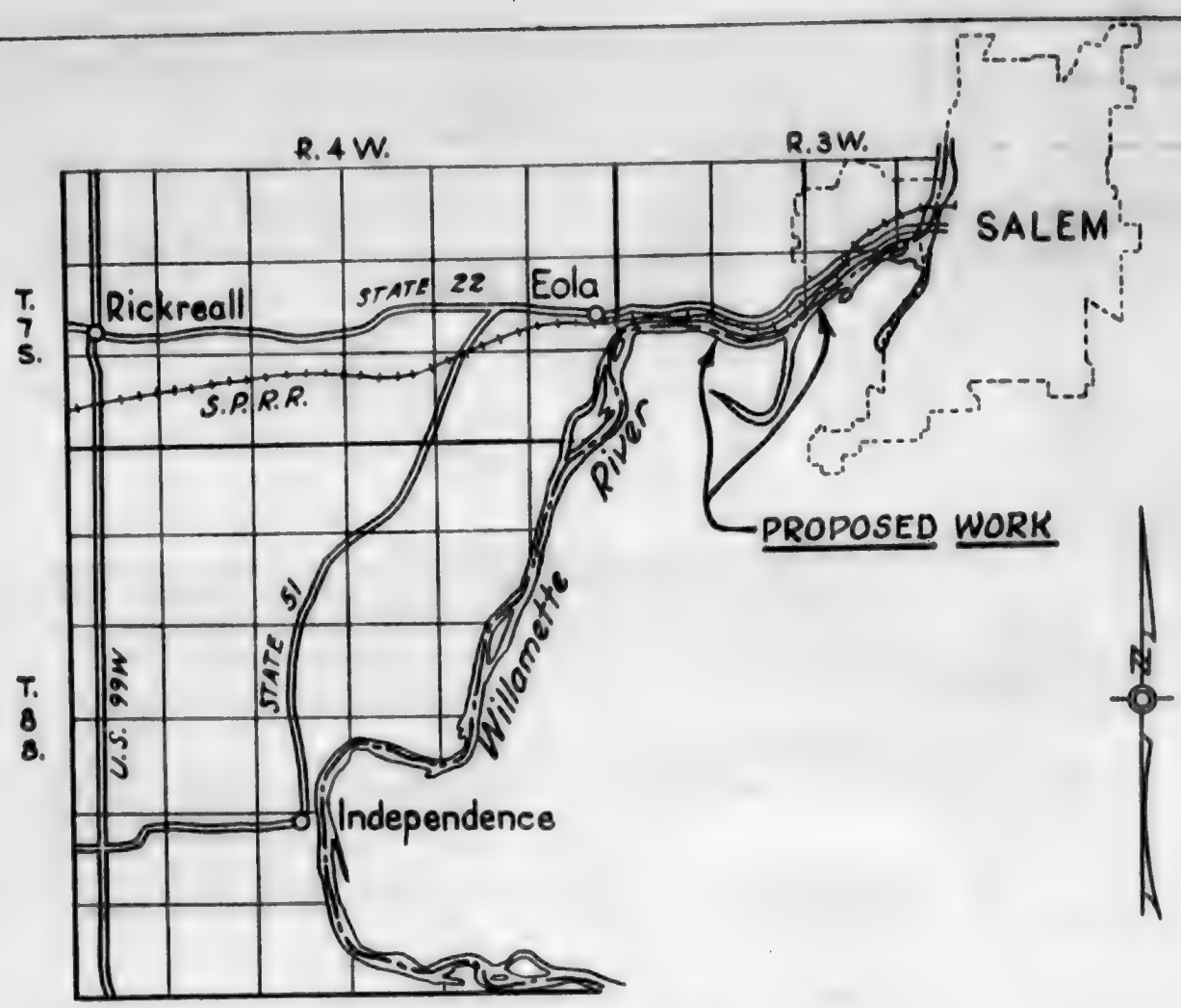
The proposed work is shown in a sketch on the reverse side of this notice.

Letters concerning the effect of the work on navigation are requested from all interested parties, particularly navigation interests and state, port and other local authorities. Replies to this notice should be addressed to the District Engineer and mailed to reach this office not later than 7 April 1961.

Frank C. Linton
for T. W. RAGSDALE
Chief, Operations Division

RECEIVED
MAR 10 1961
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. S. PAXSON
RECEIVED
MAR 10 1961
OFFICE OF
STATE HIGHWAY ENGINEER



Location Map

Scale in Miles

OREGON STATE HIGHWAY DEPARTMENT

PROPOSED EMBANKMENT & EXCAVATION IN WILLAMETTE RIVER

BONNEVILLE STA. — PATTERSON AVE. SECTION
WILLAMINA — WEST SALEM HIGHWAY
POLK COUNTY
OREGON
Feb. 1961

Sheet 1 of 5

RECEIVED
APR 12 1961
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 10, 1961

To:

SUBJECT: Right of Way Appraisals
Edgewater Street, West Salem

MEMO TO THE FILES:

On April 6, 1961, a meeting was held in the office of Mr. W. C. Williams concerning right of way values on the property that would re-Main between Edgewater Street and the new highway construction in West Salem. The following persons were present:

Mr. Wes Kvarsten, Salem Planning Commission
Mr. Richard Powell, Salem Planning Commission
Mr. Forrester, Salem Planning Commission
Mr. Petrie, Salem Planning Commission
Mr. W.C. Williams, Oregon State Highway Dept.
Mr. Forrest Cooper, Oregon State Highway Dept.
Mr. D.J. Barbee, Oregon State Highway Dept.
Mr. G.K. Attig, Oregon State Highway Dept.

The Salem Planning Commission members stated that they were interested in the property that would remain between Edgewater Street and the new highway facility in West Salem. They indicated that the City Council would be willing to purchase this property and that some funds were available for this purpose in the coming year. They would like to purchase this property at the same time our right of way acquisitions would be underway and Mr. Williams told them this would be possible except in cases where condemnation was necessary. He indicated to them that appraisals would be available in approximately three weeks for certain select parcels of property. These appraisals would indicate the cost of our taking for right of way purposes plus the damage that would be assessed against the remainder. They would also indicate how much it would cost to purchase the remainder of the property at the same time that the right of way purchase is made.

This was agreeable to the members of the Planning Commission

and they stated that they would be expecting to hear from us in the near future. Mr. D.J. Barbee was told by Mr. Williams to follow this through.

Gerald K. Attig
Urban Engineer

GKA:jp
cc: Forrest Cooper ✓
Walter Wright

RECEIVED
APR 11 1961
STATE ENGINEER

RECEIVED
APR 10 1961
FOR FILING
U-322(5)

NOTED
W. C. WILLIAMS
4-6-61

Rosewood Drive-Patterson Ave.

WEST SALEM

Programmed Funds

Program	Fund	Name	R/W	Construction	Total
I	FAU	West Salem Section	320,000	- - -	320,000
V	FAU	West Salem Section	- - -	400,000	400,000
VII	FAU	West Salem Section	- - -	150,000	150,000
VII	FAP	College Drive - Urban Limits	40,000	550,000	590,000
			360,000	1,100,000	1,460,000

Estimate: Construction $1,700,000

R/W 450,000

2,150,000

Note: Reserves totalling $240,000 are available from Programs VI and VII, Division II, Primary.

FORM S-502---GOM---1 55---10160

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

September 13, 1960
Salem, Oregon

NOTED
W. C. WILLIAMS

SUBJECT: Appraisal
Edgewater Street
West Salem

To: Walter T. Wright
Right of Way Engineer
State Highway Building
Salem, Oregon

Properties 1-20.

In further compliance with your letter of August 25, asking for estimates of the Mulvey Avenue-Taylor's Boat Moorage and Wallace Road-Patterson Avenue vicinities in West Salem, a list of this section will be found with the parcels numbered one through twenty-three and the accompanying map identified as Map 2 or Section 2 of the area under study.

Properties #1 and #2 These two lots have a few feet of frontage level with the highway grade and are occupied by burned-out and worthless buildings. The land itself is estimated to have a front foot value of $50.00 or a total value of . . . . . $ 5,000.00

Property #3 This property is occupied by a cleaning plant doing a thriving business. The building is of somewhat shoddy construction, but with a presentable facade and serviceable for its purpose. Examination of the interior of the building and interrogation of the owner disclosed the installation of an automatic dry cleaning machine for which a special foundation had been built through the floor to the ground level and the same is otherwise connected to the main structure with a complicated arrangement of hot water and steam piping which is also connected to a boiler arrangement in the basement fired with oil heat. The owner claims that machinery to replace these would total some $ 0,000.00 new, and owing to the nature of the construction and the use of the equipment as adapted to the dry cleaning establishment, it is felt that these two items should be considered part of the building, thus attributing a disproportionate high cost to the building. The land in this instance also drops away a few feet from the highway edge and the building is perched on piers, some of concrete, some of tile block, which have been poured and installed as the building showed signs of settlement in one quarter or another. The location is prime, being situated directly across the street from the Salem branch of the U. S. National Bank, but the ground space upon which the building sits is so limited that the front footage value is not estimated to exceed $50.00. Estimated value of land - $3,000. Estimated value of building and fixed equipment - $18,000.00. Total $21,000.00

Property #4 Useable frontage is slightly deeper than that of the above-mentioned properties and is occupied by the Jesus' Name religious body which pays owner Joe Hutchinson $35.00 per month rental. The building is partitioned off in two other units, each of which pay $25.00 per month rental or a total of $85.00 for the buildings. Land value estimated at $60.00 per front foot or $3,000.00. Buildings - $8,000.00. Total $11,000.00

Property #5 This property is an apartment house containing three units besides the owner's flat which bring individually $37.50, $27.50, and $35.00, totaling $100.00 per month. The owner is Mrs. Meeles, an elderly widow who purchased the property some eight years ago for "less than $8,500.00". She did not wish to state the final figure at which she negotiated her purchase, but made the statement that "she would not take twice that for the property, it being her home and, for her, a substantial income." The land in this instance has probably 25 feet of useable depth then slopes quickly to the river bank, and the old apartment house which is of frame and imitation brick veneer construction has been architecturally suited to the contour of the ground. Based on its earnings and present utility, the cost of acquiring the same would be not less than $10,500.00

Property #6 This is a 50-foot vacant lot with perhaps 30 feet of useable depth with an estimated value of $65.00 per front foot or . . . . . $ 3,250.00

Property #7 This land is similar to property #6 but has a small older dwelling on it. Inquiry from renter indicates that he is paying $45.00 monthly to owner Ralph Taylor who also owns property #6. Estimated value of land and building . . . . . $ 5,500.00

Property #8 This property is also a vacant lot owned by Mr. Taylor, but recently exchanged at $5,500.00 on an apartment rental unit in Salem. This has greater useable depth - approximately 50 feet. Estimated value . . . . . $ 3,500.00

Property #9 This property is occupied by Cornes Electric building. No business activity is in evidence, but it is understood that it is operating as an electric repair establishment. This building is probably the best of the properties so far discussed, being of pumilite construction with a somewhat modernistic front and interior construction. Value estimated at $5.00 per square foot or $12,500.00. Land Value - $2,500.00. Total $15,000.00

Properties #10, #11, and #12 Consists of three lots totaling 150 feet of frontage with approximate average of 100 feet useable depth, level with grade. The property is operated as a bulk oil plant with a small office and pump facilities. Estimated value as a unit under one ownership $30,000.00

Property #13 This is occupied by a small old residence of somewhat unusual architecture. The lot has very shallow useable depth and the rear portion of this residence is supported by high framing to conform to the slope of the bank. Estimated total value . . $ 7,800.00

Property #14 This is a narrow (2)-foot) parcel, the value of which can only be estimated as connected to adjoining property or nuisance value of . . . . . $ 1,000.00

Property #15 Owned by Walter B. Barth, an out-of-town resident of West Salem; consists of approximately 150 feet of frontage and has been filled to a useable average depth of approximately 75 feet. Owing to the present location and advantages of this location traffic-wise, it is believed reasonably worth $100.00 per front foot or a total of $15,000.00

Property #16 Basement below grade. 150 feet of frontage probably worth $50.00 per front foot or . . . . . $ 7,500.00

Property #17 Occupied by a small but neat and well-kept independent service station. Figures on the rental were not ascertainable from the present operator, but he stated that he is pumping about 20,000 gallons per month. Estimated value of the property $22,000.00

Property #18 This is the site of what was once the West Salem City Hall. The building is of brick construction and very well built. According to Guy Nugent, who was Mayor of West Salem at the time the building was erected in 1939, it cost some $42,000.00. Mr. Elmer Cook, the present Justice of the Peace, provided information to the effect that Polk County pays the City of Salem a fifty dollar monthly rental for his office in the building. A branch of the Salem City Library occupies a portion of the first floor, as does also the City Parks office. The second floor is an auditorium and as far as known, is the only public auditorium in West Salem, and is rented on a nightly basis an average of four nights a week, to different organizations, for five dollars per night. The West Salem water records are also kept in the Parks office and two wells are located under the building which formerly were West Salem's water supply and still act as an auxiliary supply at any time the need therefore occurs. These wells and the pumping unit account

for a sizeable portion of the original cost of the building. The building itself, however, is in a good state of repair and quite serviceable for its present uses. Inasmuch as the original cost was incurred in the depression years, it would therefore seem that any depreciation would be more than offset by the rise in cost of replacement since 1939, and in light of these circumstances, the present worth of the building would be estimated at close to $50,000.00. The land which it occupies together with that surrounding, having an average depth of possibly 50 feet, is estimated to have a value of about $70.00 per front foot for some 240 feet or $16,800.00. Total $66,800.00

Property #19 is a 50-foot lot upon which is located a well-constructed two-bedroom home, shake exterior, composition roof, concrete foundation, built about 1925. Inquiry from the occupants indicated monthly rental of $45.00. The house is in fair condition and is liveable in what hardly could be considered a residential area. The property is estimated to have a total value of . . . . . $ 7,500.00

232,350

Property #20 Olstrom, Monastelle and Letterman property not included in report.

Property #21 This tract consists of over three acres upon which is located a small cabin and log unloading site, and while it is well located, it is partly below grade and therefore should be somewhat discounted even though it fronts directly upon the railroad and highway. For this latter reason it should be prime industrial property. Estimated value of 1.3 acre taking - $60.00 per front foot for 400 feet including some damage to remainder.. $24,000.00

Property #22 This property, for a distance of 750 feet, abuts the easterly right of way line of the railroad right of way which lies between Edgewater and the subject property. It has the use of three points of crossing over the railroad from the highway and as it also runs to the river on the easterly side, it is situated most advantageously as an industrial site, having full highway, railroad and river transport facilities. The land itself is owned by Walter Oerth and is leased by Mr. Stanley Hammer under two instruments. Under one of these, executed July 1, 1951, the monthly rental is $187.50; under the other, executed February 1, 1957, the rental is $128.50, making a combined total of $316.00 per month. The property has been improved by the erection of two principle buildings, comprising a total of some 12,000 square feet of permanent

structure, of pumilite block and concrete floors and metal roofs. There are several other sheds and outbuildings together with much filling and surfacing. Both of the lease contracts which have been executed contain options to buy the property at any time after July 1, 1961. Mr. Manner states that he would gladly purchase the property under the option at the present time at the agreed price if it were possible to deal with the owner. It would therefore appear that a fair valuation of the land as now developed would be approximately $55,000.00. The structures, together with the permanent facilities for handling stone and tile, structural steel and related products is estimated to approximate $78,550.00 or a total fair market value of $133,550.00

Rounded $135,000.00

Property #23 This is approximately one-third of an acre of land, somewhat below grade and is a part of what is known as Taylor's Moorage, recently purchased by Mr. and Mrs. Taylor from Pope and Talbot. The instrument of transfer bearing $22.00 in revenue stamps or indicating a purchase price of $20,000.00 for the four acres involved. The 15,200 square feet or one-third acre is estimated to be worth . . . . . $ 2,000.00 *

* This valuation based on restoration of access to remainder of boat moorage property.

Grand total of Section 2 . . . . . .$393,350.00

Plus total for Section 1 . . . . . .$112,400.00

Grand total $505,750.00

W. J. Manner
Right of Way Supervisor

WJM:bs

RECEIVED
APR-4 1961
FOR FILING
U-322(3)
Clerk

March 27, 1961

Mr. Wesley Kvarsten
Planning Director
Marion County Courthouse
Salem, Oregon

Dear Mr. Kvarsten:

On February 23, Mr. D. J. Barbee and Mr. G. K. Attig attended a meeting of the Planning Commission at the Marion County Courthouse at which the remaining property along the south side of Edgewater Street and to the north of our proposed highway was discussed. The easterly and westerly limits of the area under consideration were McNary Avenue and Rosemont Street.

You requested that we determine how much it would cost to purchase the remaining portions of this property if they were acquired at the same time our highway right-of-way purchases were being made. We have had this property value estimated on that assumption and determine that the remaining value would be approximately $150,000, exclusive of City-owned property. Members of the Planning Commission who were present at this meeting also requested that the Highway Department participate in purchasing this excess property.

At the public hearing held on this section, testimony introduced indicated a need for a connection from the proposed improvement to Rosemont Street. This connection was approved. Its inclusion in the plan has resulted in a large increase in the project cost. All available funds are commited and still do not cover this increase. I cannot then foresee where the necessary money to participate in the purchase of this property as you requested would be available for a number of years.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Forrest Cooper
Tom Edwards
Walter T. Wright
GKA:jp/TE:jw ms

RECEIVED
MAR 14 1961
FOR FILING

March 14, 1961

Columbia River Paper Company
1121 S. W. Salmon
Portland, Oregon

Re: West Salem Section
Willamina-Salem Highway

Attention: Mr. Paul Geisler

Gentlemen:

The State proposes to reconstruct a section of the Willamina-Salem Highway from West Salem out to a point approximately opposite the Bonneville Substation. We are planning on a 4-lane development in this section. The Columbia River Paper Company now has a spur track taking off from the Southern Pacific track and extending easterly along the river bank on a pile trestle which has deteriorated so that it is no longer in use. In our development, we propose to build a service road on the southerly side of the railroad track which would cross the easterly end of your logging track spur.

In discussion with your local representatives, we have the impression that you no longer contemplate using this spur track, and if we could close and remove the track from a point west of the crossing by the service road to its easterly end, it would avoid the necessity of making a public crossing of the track. In order that you may have the complete picture, I am enclosing a print from a drawing entitled "Bonneville Power Administration Substation-West Salem Section, Vicinity Map and Profile, Dated February 1961", which shows the location of the proposed service road and of your spur track. I am also enclosing a print from an aerial photograph showing the area in question. Your advice as to whether this easterly end of the track can be abandoned and removed would be greatly appreciated.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:ae

Attach.

cc to: Mr. W. C. Williams
Mr. F. B. Crandall

RECEIVED
MAR 7 · 1961
FOR FILING

Corr
Bldr
Reference - Salem Hwy

March 7, 1961

District Engineer
Corps of Engineers, U. S. Army
628 Pittock Block
Portland 5, Oregon

Re: Bonneville Station-
Patterson Avenue
Willamina-West Salem
Highway
Polk County

Dear Sir:

The State Highway Commission proposes to reconstruct a section of the Willamina-West Salem Highway in and westerly from the Salem city limits in West Salem. This will involve embankment along the west bank of the Willamette River and provision for borrow in the flood plane on the west side of the river. I am enclosing herewith tracings and three prints of Sheets 1 to 5 showing the proposed work.

Your consideration of this matter and issuance of a permit for the work will be appreciated.

Very truly yours,

W. C. Williams
State Highway Engineer

By

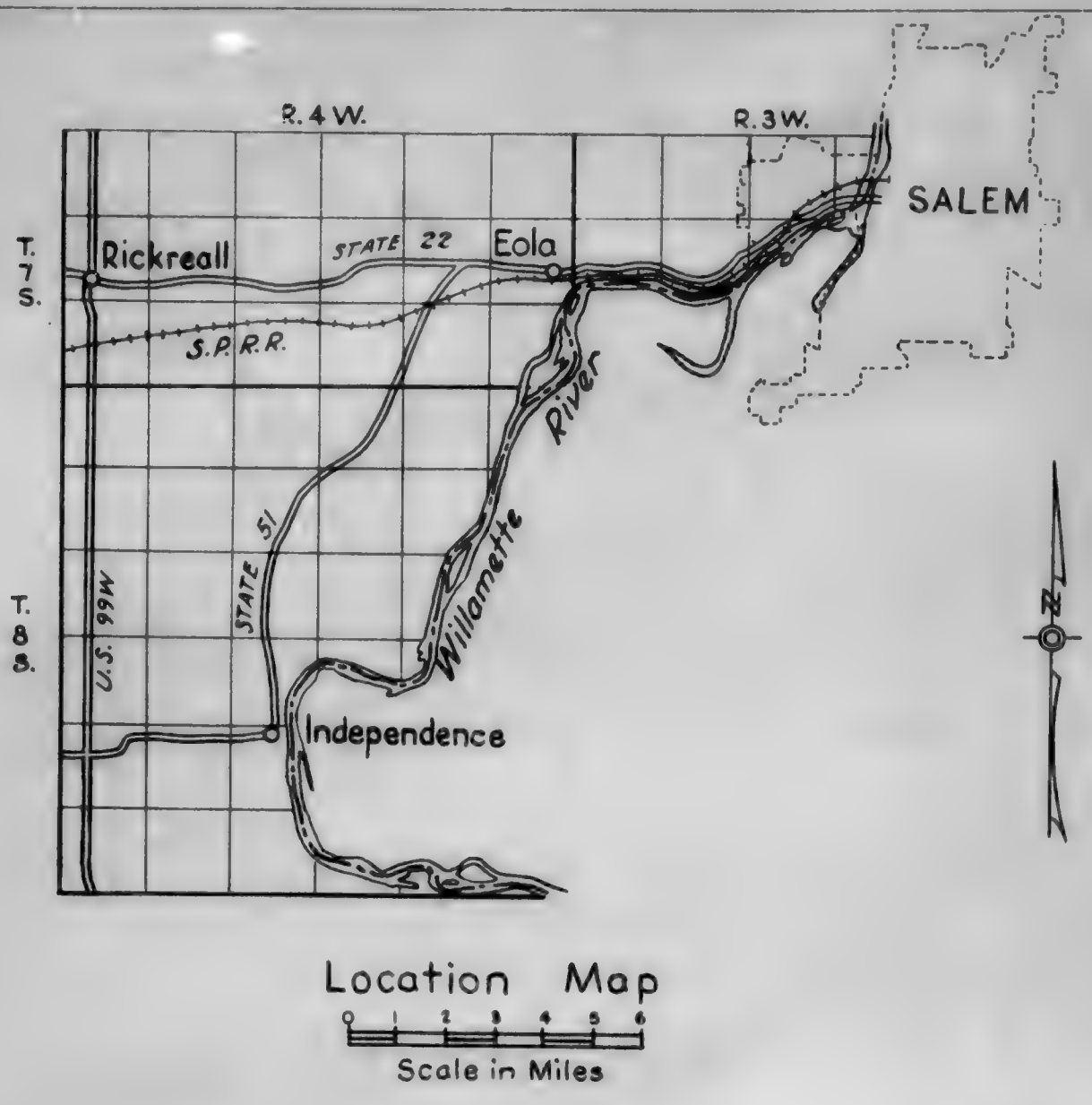
G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

cc to: Mr. W. C. Williams
Mr. J. D. Walker

IR-5-1474



Location Map

0 1 2 3 4 5 6

Scale in Miles

OREGON STATE HIGHWAY DEPARTMENT

PROPOSED EMBANKMENT & EXCAVATION IN WILLAMETTE RIVER

West Salem Sec., BONNEVILLE STA. — PATTERSON AVE. SECTION

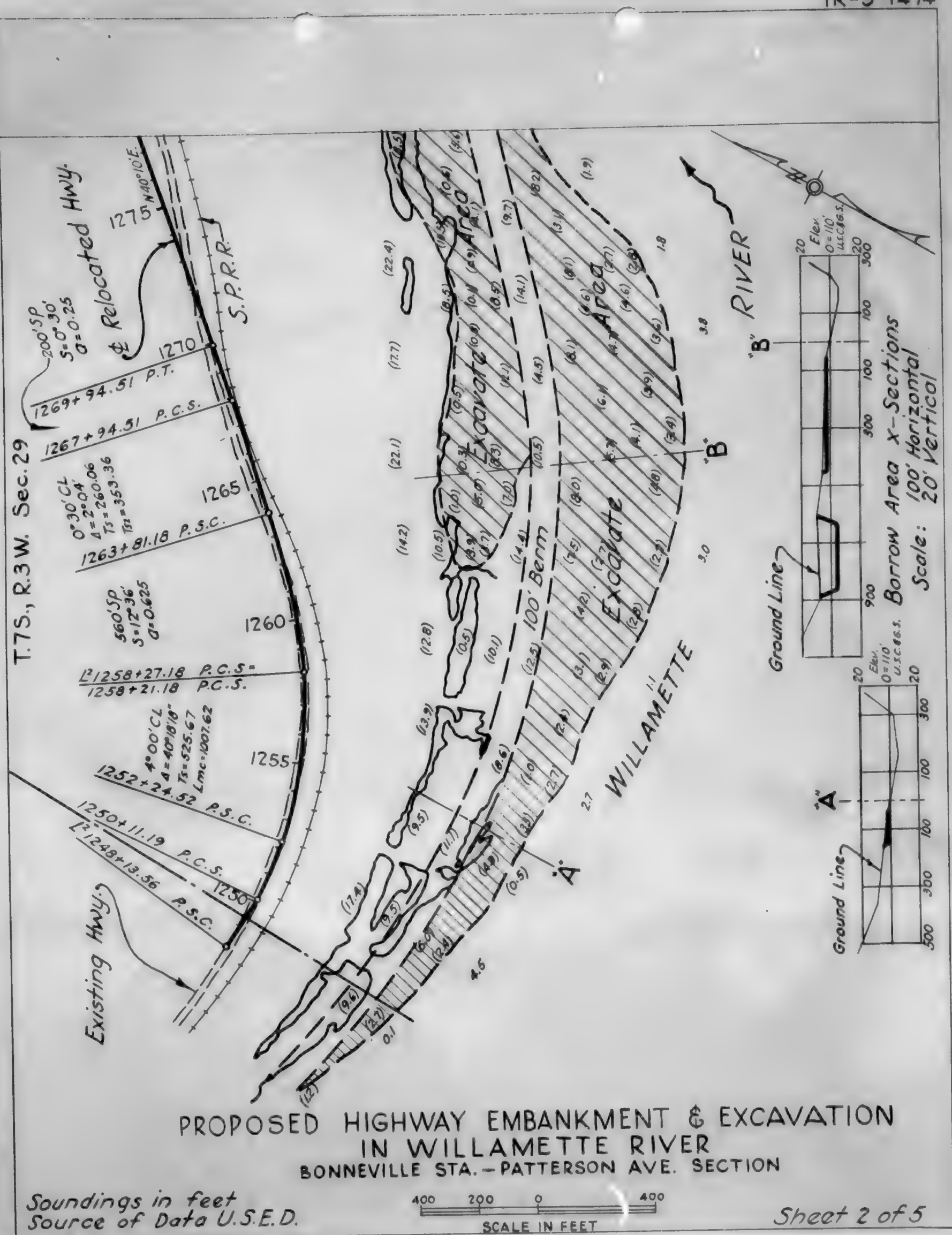
WILLAMINA — WEST SALEM HIGHWAY

POLK COUNTY

OREGON

Feb. 1961

Sheet 1 of 5



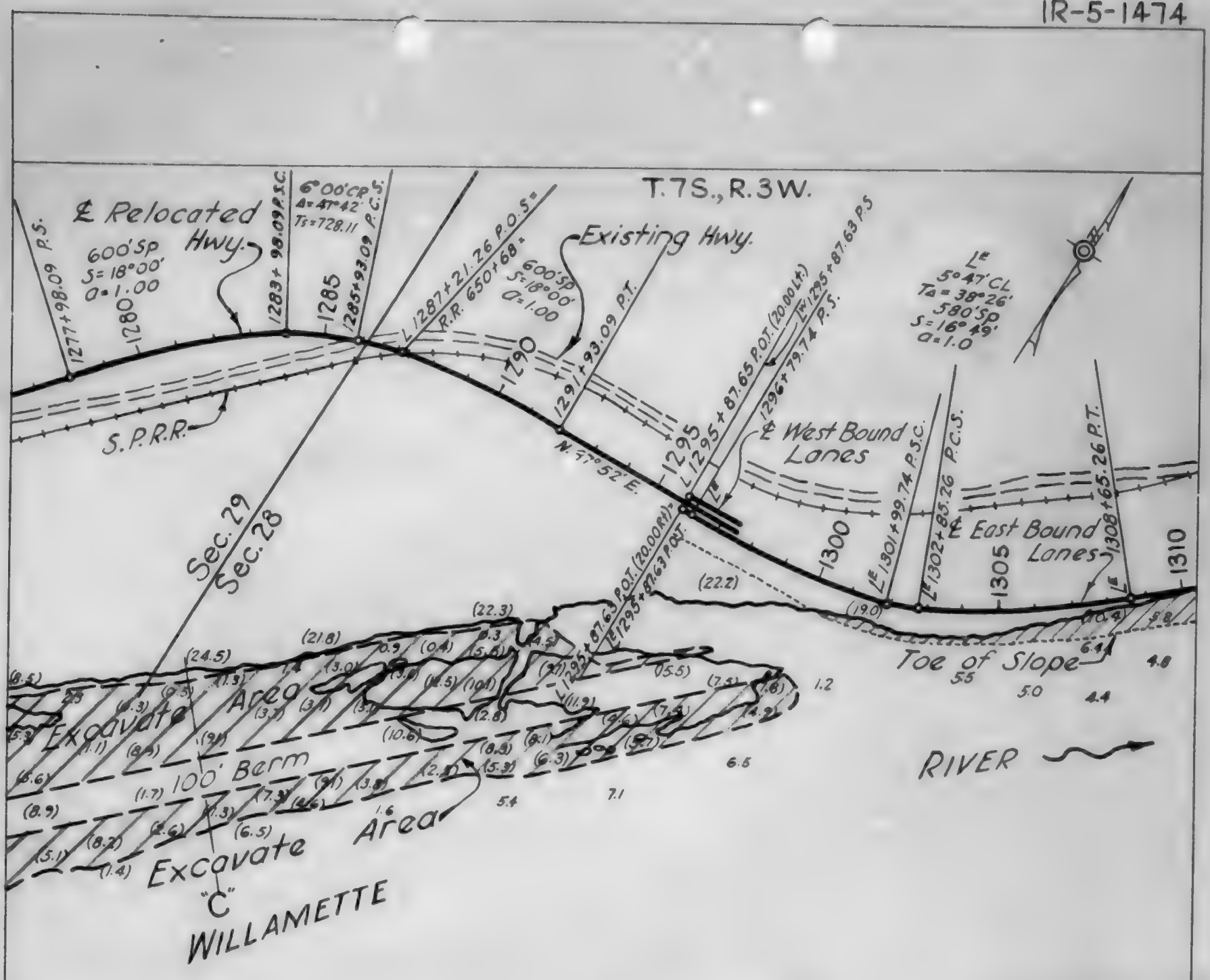
PROPOSED HIGHWAY EMBANKMENT & EXCAVATION IN WILLAMETTE RIVER

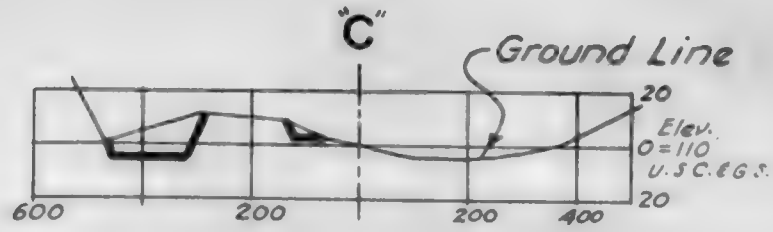
BONNEVILLE STA. – PATTERSON AVE. SECTION

Soundings in feet
Source of Data U.S.E.D.

400 200 0 400
SCALE IN FEET

IR-5-1474





Borrow Area x-Section
Scale: 100' Horizontal
20' Vertical

PROPOSED HIGHWAY EMBANKMENT & EXCAVATION IN WILLAMETTE RIVER

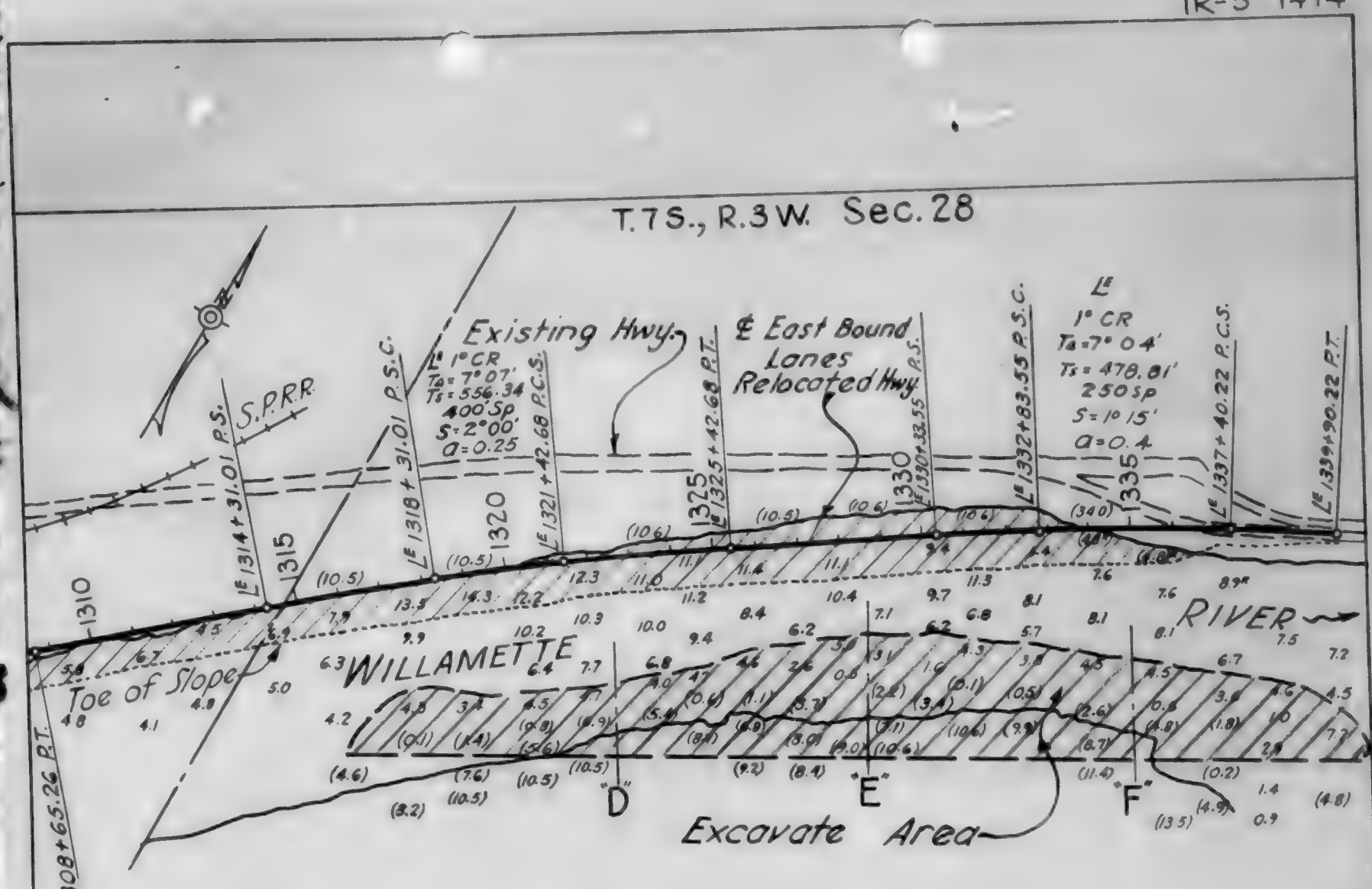
BONNEVILLE STA.—PATTERSON AVE. SECTION

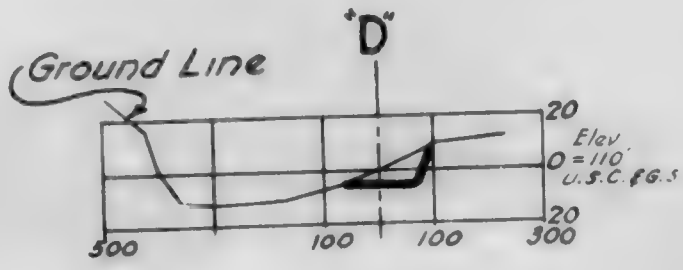
400 200 0 400
SCALE IN FEET

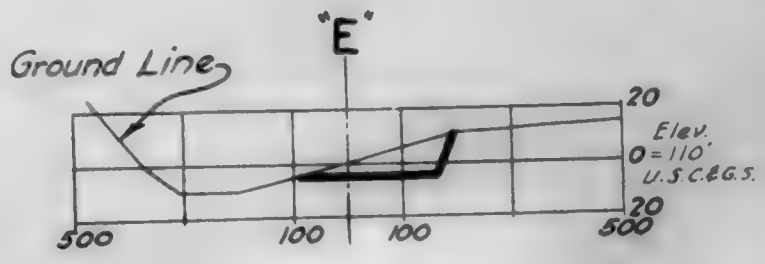
Soundings in feet
Source of Data U.S.E.D.

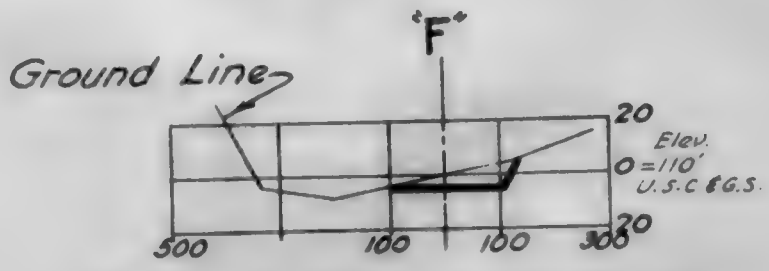
IR-5-1474

T.7S., R.3W. Sec. 28









Borrow Area x-Sections
Scale: 100' Horizontal
20' Vertical

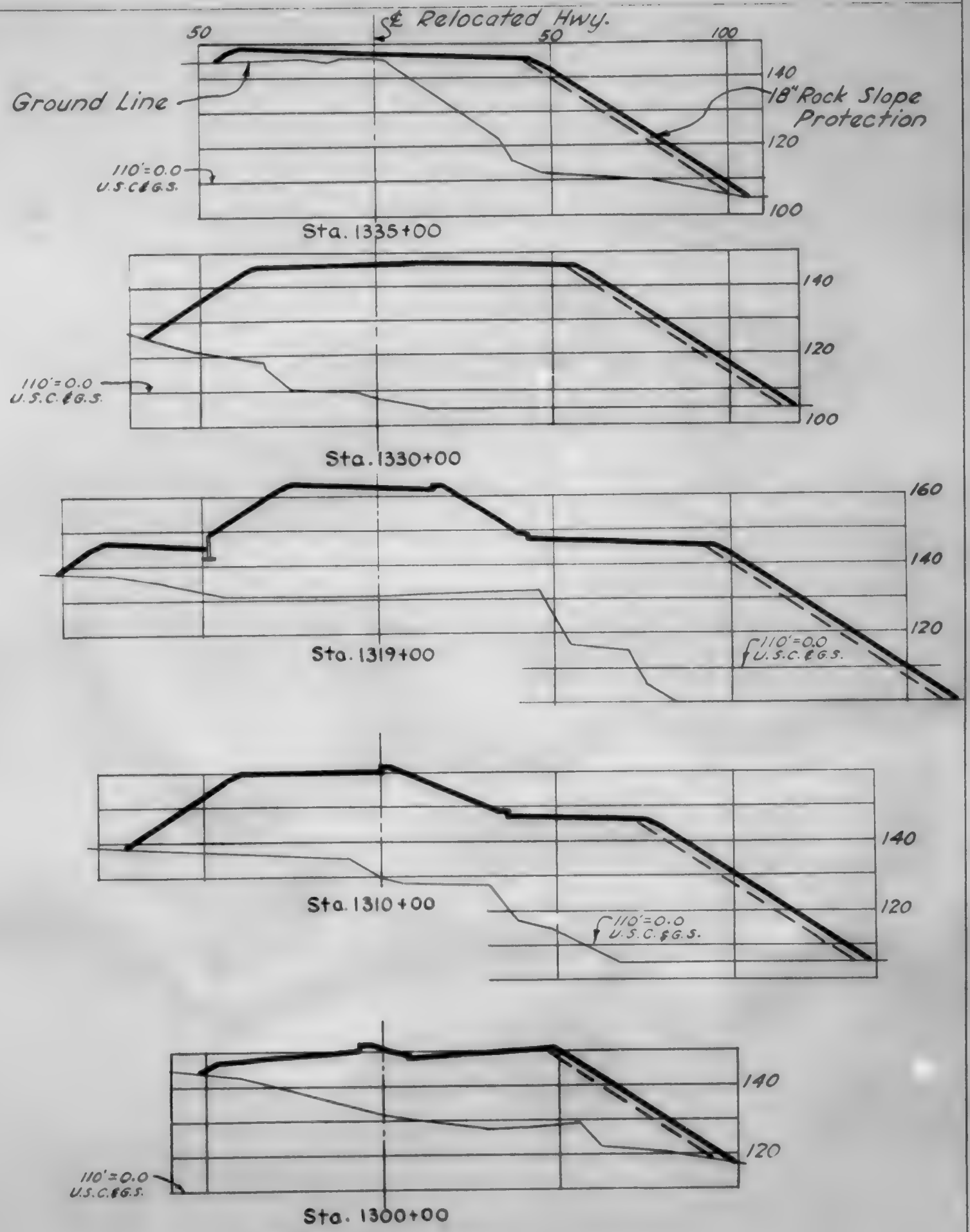
PROPOSED HIGHWAY EMBANKMENT & EXCAVATION IN WILLAMETTE RIVER

BONNEVILLE STA.—PATTERSON AVE. SECTION

Soundings in feet
Source of Data U.S.E.D.

400 200 0 400
SCALE IN FEET

Sheet 4 of 5



TYPICAL SECTIONS
BONNEVILLE STA.—PATTERSON AVE. SECTION

RECEIVED
FEB 9 1961
FOR FILING

Pux 413

BEFORE THE PUBLIC UTILITY COMMISSIONER OF OREGON

2-7-61

In the Matter of the Application of the STATE OF OREGON, by and through its State Highway Commission, for authority to construct an overcrossing structure over and across the tracks and right of way of Southern Pacific Company, known as the WEST SALEM OVERCROSSING project on the Willamina-Salem Highway in the Northwest quarter (NW¼) of Section 28, Township 7 South, Range 3 West, Willamette Meridian, Polk County, Oregon.

PETITION

No. _____

The petitioner herein respectfully represents:

I

That the name and address of your petitioner are State of Oregon, by and through its State Highway Commission, State Highway Building, Salem, Oregon.

II

That this petition is made under the authority of ORS 366.205.

III

That the petitioner proposes the construction of a revised location of the Willamina-Salem Highway between Bonneville Station and Patterson Avenue in the City of Salem, to four-lane width, and that in connection therewith it will be necessary and desirable to construct an overcrossing structure over and across the tracks and right of way of Southern Pacific Company as shown by Drawings Nos. 16042 and 8889-A, attached hereto and by this reference made a part hereof.

IV

That the construction of the proposed overcrossing structure is necessary and proper for the service, accommodation and convenience of the public in that a crossing at grade at said point would not be in the interest of safety either on the highway or on the railroad.

V

That the estimated traffic on the proposed structure, after completion thereof, will be an annual daily average of 6500 vehicles, with an anticipated increase to 14,300 vehicles in 1975, and that the traffic on the railroad is an average daily volume of six train movements per day.

VI

That the proposed structure will be on a 750' vertical curve connecting an ascending grade of +0.64% from the West and an ascending grade of 2.81% from the East.

VII

That petitioner proposes that the construction and maintenance of the project be handled and the cost thereof borne as follows:

THINGS TO BE DONE BY STATE:

(a) Prepare plans and specifications and award a contract or contracts for the construction of the proposed grade separation structure, including highway approaches, and supervise the construction thereof.

(b) Finance the construction of said project, without participation therein from funds of Railroad Company, from State and Federal highway funds, including reimbursement to Railroad Company for necessary expenditures incurred in connection therewith under the accounting practices contained in PPM 30-3, issued by the Public Roads Administration, under date of August 15, 1955, and amendments and supplements thereto, and in accordance with the items controlled by PPM 21-10, issued by the Public Roads Administration under date of October 3, 1958.

(c) Maintain the overcrossing structure with its appurtenances and approaches after completion of the project.

THINGS TO BE DONE BY RAILROAD COMPANY:

(a) Subject to reimbursement under federal regulations, furnish such engineering, inspection, watchman and flagman services as may be necessary to protect railroad operations during the period of the construction of the project.

(b) Subjectto reimbursement under federal regulations, move and reinstall such existing right of way fences as necessarily must be moved for the project.

(c) Subject to reimbursement under federal regulations, remove and replace existing signal and communication lines to protect the same during construction.

(d) At their own cost and expense maintain the railroad tracks with their appurtenances and facilities after construction.

VIII

That it is not anticipated that there will be any impairment of vertical or horizontal clearance on the railroad during construction in violation of Public Utility Commissioner's Order No. 33700.

IX

That the proposed construction is in the Northwest quarter (NW¼) of Section 28, Township 7 South, Range 3 West, W.M., Polk County, Oregon.

WHEREFORE, Petitioner prays for an order authorizing such construction and allocation of costs in accordance herewith, and for such other and further order or orders as may be just and proper in the premises.

Dated at Salem, Oregon, this 7th day of February, 1961.

STATE OF OREGON, by and through its
State Highway Commission

L. I. LINDAS
Assistant Attorney General and Chief
Counsel for the State Highway Commission

By J. W. DeSOUZA
J. W. DeSOUZA - Assistant Counsel for
the State Highway Commission

By
GLEN V. SORENSEN - Staff Attorney for
the State Highway Commission

RECEIVED
DEC 13 1960
FOR FILING

Salem, Oregon
December 13, 1960

West Salem-Brunks Corner
Salem-Willamina Highway

Mr. R. L. Porter

Attention: Mr. Frank Hall

At Mr. Hall's request, I discussed the standard section for railroad embankment on the proposed railroad line change in this section with the railroad company. Their standards for branch lines show a subgrade top width as follows:

Fill Heights 0' to 3'	24 Feet
Fill Heights 3' to 15'	26 Feet
Fill Heights Above 15'	28 Feet
Side Slopes	1.6:1
Ballast Depth	8" To Bottom Of Tie

The matter of riprap protection was only touched upon in the discussion, as I do not know whether this embankment will be subject to floods in the Willamette River.

G. S. Paxson
Assistant State Highway Engineer

GSP:ms

cc to: Mr. Tom Edwards

RECEIVED
DEC 12 1960
FOR FILING
4 3221)
4-416

1880

December 9, 1960

Mr. Charles H. Fowler
750 S. High Street
Salem, Oregon

Dear Mr. Fowler:

Your letter of November 20 has been received and referred to the Design Section, which is now engaged in making route studies in the area from West Salem to Eola.

Your suggestion regarding the removal of gravel may be useful and will no doubt be considered by contractors when securing material for the project.

It does not appear that the suggestion in regard to the log dump can be utilized, as our investigations indicate the cost would be excessive in comparison to benefits obtained.

We thank you for the suggestions and your continued interest in highway construction.

Very truly yours,

W. C. Williams
State Highway Engineer

TE:jw me

cc Mr. Forrest Cooper
    Mr. Tom Edwards

GREASING EQUIPMENT
AIR GAUGES
FLOOR BRUSHES

TELEPHONE EM 3-9650

Over 25 Years of Service

MECHANICS' TOOLS
DRIVEWAY BELLS
AUTO ACCESSORIES

REFERRED TO
C O Bell
State Highway Engineer

CHARLES H. FOWLER
JOBBER OF SERVICE STATION SUPPLIES
WHOLESALE ONLY
750 SOUTH HIGH STREET
SALEM, OREGON

RECEIVED
NOV 21 1960
STATE HIGHWAY ENGINEER

November 20-1960.

Mr. W.C. Williams
State Highway Engineer
Salem Oregon:
Dear Mr. Williams:

I feel sure that the McMinnville Rotary Club enjoyed your talk to them Friday noon. I know that I enjoyed it because I use the highways everyday. I sell in thirty-four towns and next April I will have just in thirty years in the above business.

Yesterday you said you liked to get suggestions so here goes.

One time you said something about the log dump being in the way of the contemplated highway to Eola. If a bridge over grass was just in just below the log dump the logs could easily be taken out by the water route.

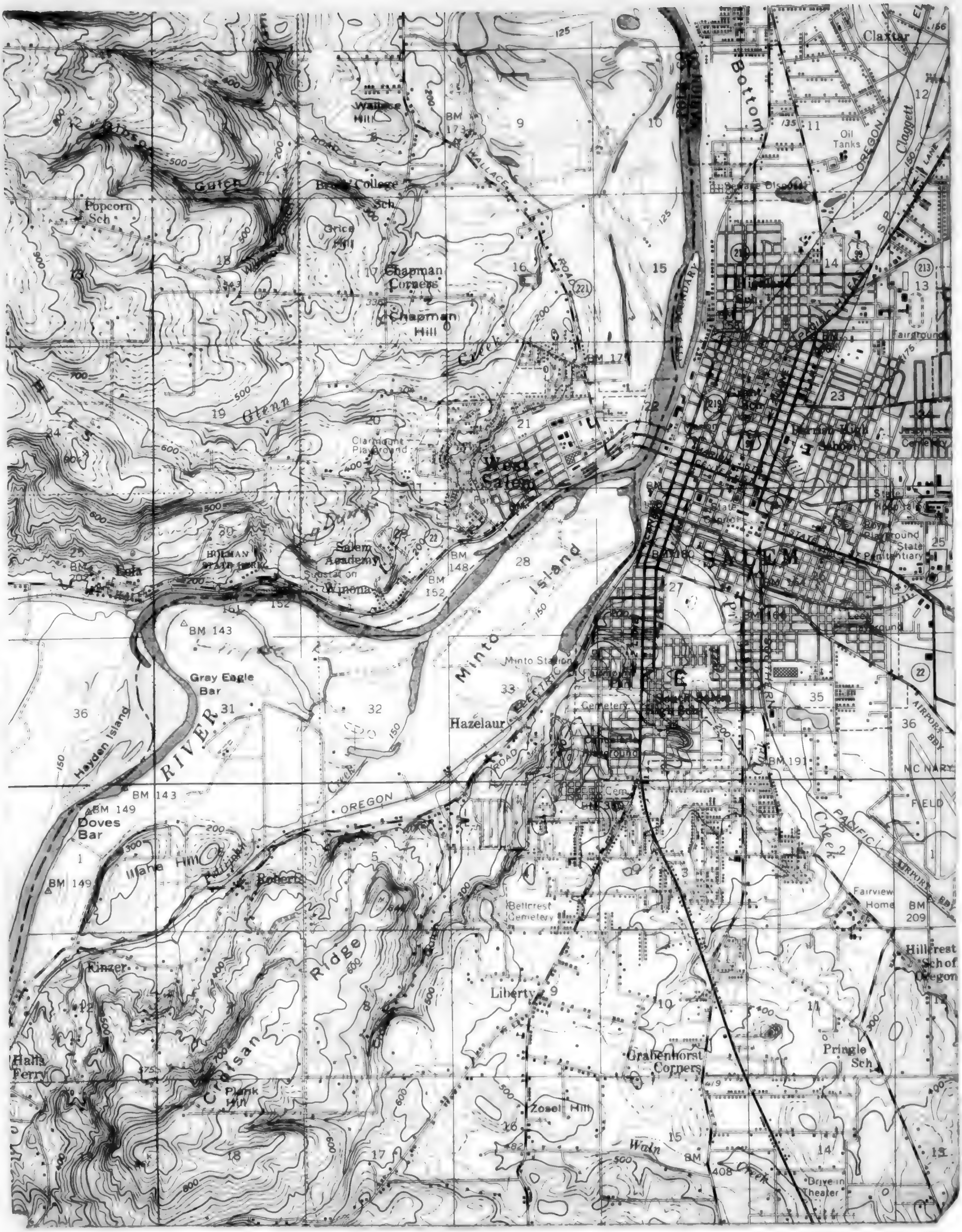
If a couple of temporary bridges could be just in across the river, below Eola, when the water is low it wouldn't be hard to transport the gravel to the north side.

The river could be moved where the gravel is taken out.

My idea is merely a suggestion. You no doubt have a better way all figured out!

Very sincerely yours,
Charles H. Fowler.

Eola ?


Claxtar
Bottom
Wallace Hill
BM 173
Wallace Road
Oil Tanks
OREGON
Clagett
Popcorn Sch
Grice Hill
Chapman Corners
Chapman Hill
Creek
Glenn
Fairgrounds
Claremont Playground
West Salem
Salem Academy
Wisteria
BM 148
BM 152
BM 143
Gray Eagle Bar
Hayden Island
RIVER
Minto
Minto Station
Hazelaur
Cemetery
SALEM
Doves Bar
BM 149
Ilahe Hill
Roberts
Finzer
Ridge
Carlsan
Plank Hill
Halls Ferry
Liberty
Zosel Hill
Grabenhorst Corners
Pringle Sch
Wain
Drive-in Theater
Fairview Home
BM 209
Hillcrest Sch of Oregon
McNARY FIELD
AIRPORT BDY
PACIFIC
Penitentiary
Boys Playground
Lee Playground
Belcrest Cemetery

FORM CD-121
(9-27-60)

UNITED STATES GOVERNMENT

Memorandum

RECEIVED
NOV - 1960
FOR FILING

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
408 State Highway Building
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: November 1, 1960

By: D M Emrich
D. M. Emrich
Acting Division Engineer

FROM : C. G. Polk, Division Engineer
08-35.2 Salem, Oregon

SUBJECT: Oregon Project F-322(-)
Rosemont St. Connection
Willamina-Salem Highway

The preliminary plans for the Rosemont St. connection in West Salem have been presented to this office for review. The following comments are offered for your consideration.

The basic design pattern leaves much to be desired, however, it appears that a more desirable alternate in this area would be very costly. The left-hand merging condition generally creates problems under heavy volume traffic flows.

Another point, where merging problems will occur, is at the intersection of the two "B" line legs. A ramp connection similar to this is at the Wallace Road intersection at the west end of the Center Street bridge. Flashing traffic signals are required to help alleviate the merging problems there. It is suggested that the flat angle take off of the "B" line connection from Edgewater Street be deleted. This traffic can be easily accommodated at the Rosemont Street connection by providing a simple 55' radius turn at that point. This will not create any great difficulty for traffic on Edgewater Street since the vast majority of this move enters Edgewater at Cascade Drive which is only about 850' west of Rosemont Street. The modification of this ramp will also permit better column placement in the design of the future Mission Street structure.

NOTED

RECEIVED
NOV 2 1960
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT ... 1960
FOR FILING

October 27, 1960

Salem City Planning Commission
Marion County Courthouse
Salem, Oregon

6 B-19-3
5 B-35-19

Attention: Mr. Wes Kvarsten

Gentlemen:

I am enclosing three maps showing the proposed setback lines along Edgewater Street and Wallace Road in West Salem. Shown on the maps, which depict the setback lines on the riverside of Edgewater Street, are the right-of-way estimates for the purchase of the property lying between existing Edgewater Street and our existing state highway and the proposed extension of same. Projected traffic counts in the vicinity of Edgewater Street and Cascade Drive indicate that no additional widening need be contemplated to the west of this intersection.

Investigation of the future usage of Edgewater Street and Wallace Road indicates that a typical roadbed section of four 12-foot traffic lanes, a 16-foot median for left-turn refuges, and two 8-foot parking strips might be desirable. Provisions for some type of pedestrian walkway on either side should be considered. The proposed setback lines as shown on the enclosed maps would provide enough right of way for this type of section along Edgewater Street and throughout the major portion of Wallace Road. The vertical alignment on Wallace Road should be fairly adequate for this type of street section although some improvement may be in order from Glen Creek Road to the north. The topography in this vicinity is rolling in nature and in some areas cuts and fills would be required which will necessitate more setback on either side of the roadway. The amount of setback required in the cut and fill areas cannot be determined accurately without more detailed survey and design work.

The existing right-of-way width for the two streets is now 60 feet. Roadbed sections as proposed would require a minimum right-of-way width of 100 feet. An examination of Wallace Road indicates that a minimum setback of 20 feet on either side would be desirable.

A cursory examination of Edgewater Street indicates that most of the additional widening should be on the riverside of the existing street. This would require a 40-foot setback on that side in order to obtain the 100-foot right-of-way minimum. In the vicinity of the Rosemont Avenue Interchange, it would be advisable to widen Edgewater Street on the northerly side due to the necessity of maintaining adequate turning radii for the grade connection at the Rosemont Interchange. From the Rosemont Interchange to the west, the widening could again be swung to the southerly side of Edgewater Street. This would require the relocation of the railroad track between Senate Street and the roadway to Taylor's boat basin.

The right-of-way estimate which was made by staff appraisers of the Oregon State Highway Department indicates that it would cost approximately $500,000 to purchase all the private property which lies between our existing and proposed highway and Edgewater Street. Purchase of this would not be possible for the State.

I am sorry this study took so long to be completed but our work load has been extremely heavy and this study took a back seat to some of our immediate projects.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

cc Mr. W. C. Williams
Mr. Tom Edwards

GKA:jp fn

RECEIVED
SEP - 6 1960
FOR FILING

September 2, 1960

Mr. Robert K. Powell, President
First Federal Savings & Loan Association
129 Commercial Street, NE
Salem, Oregon

Dear Sir:

During the course of the meeting in the Mid-Willamette Planning Commission's office in the courthouse concerning the West Salem project and the Fremont Interchange in particular, you asked that we investigate the sale of Highway Department property to the Salem Electric Company.

A thorough search of our records and the records in the Polk County Courthouse indicate that the Highway Department has not sold property to the Salem Electric Company anywhere along Edgewater Street. The Salem Electric Company informs us, through Mr. Wes Kvarsten, that the particular piece of property you made reference to at this meeting was purchased from a private individual. In closing, I might add that our records indicate that no surplus property between Edgewater Street and the Highway has been sold.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc Mr. W. C. Williams
Mr. Tom Edwards

GKA:jp fn

RECEIVED
1960
FOR FILING
Cond
R/W

August 16, 1960

Survey Road
221

Oregon State Highway Commission

Gentlemen:

Our survey has been completed on the Fernville Station-Patterson Avenue Section of the Willamina-Salem Highway. A public hearing was held on this matter on May 3 at Salem. A transcript of this hearing has been furnished you.

Mr. William Lowry appeared for the Mid-Willamette Valley Planning Council and the Salem Planning Commission and in his presentation requested an additional 30 days in which to study this matter. Subsequent to the hearing, he requested information from the Department regarding studies made by our Traffic Division relative to this route and how it might affect future projects. The Mid-Willamette Valley Planning Council was presented with the information requested by copy of a letter under date of July 21. Further conference was held with this group regarding this matter on August 12, at which time it was agreed that they were satisfied that the survey should be presented to you for your action. The balance of the speakers at the hearing brought up individual items regarding heating and access. I believe adequate access to the boat moorage facilities has been provided in our plan. You previously approved $4,00,000 of urban funds for construction of this project in Program 5, and an additional sum of $350,000 will be needed from future programs.

I am submitting a map for your information. The length of this section is 2.53 miles, and I request your approval of this survey and authority to purchase the necessary right of way.

This matter will be on the agenda for your action at the meeting on August 18-19.

Very truly yours,

D. J. Williams
State Highway Engineer

DJB:jk me
Enclosure

cc Mr. Tom Edwards
Mr. Walter Wright

BEGINNING OF SURVEY
STA. 1216+50.42

To Rickreall

Existing Highway

Bonneville Power
Sub-station

Winona

Relocated Highway

COLLEGE DRIVE

VIEW DRIVE

Existing Railroad

Relocated Railroad

POLK COUNTY

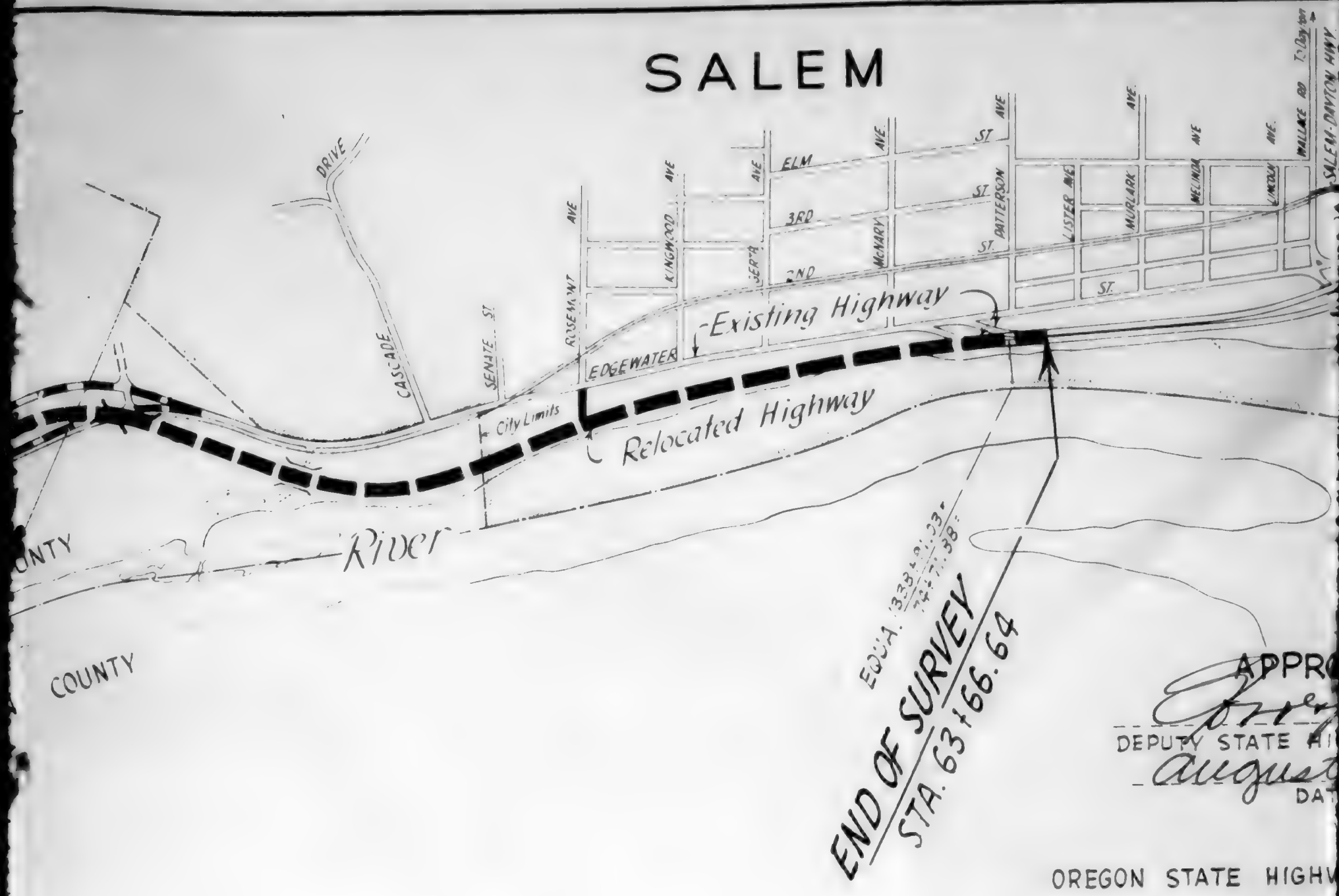
Willamette

MARION COUNTY

TYPICAL SECTION

2.53 M.

SALEM



APPRO

DEPUTY STATE H

August

DA

OREGON STATE HIGHW

Survey Ap

BONNEVILLE STA.- PA

WILLAMINA-S

POLK C

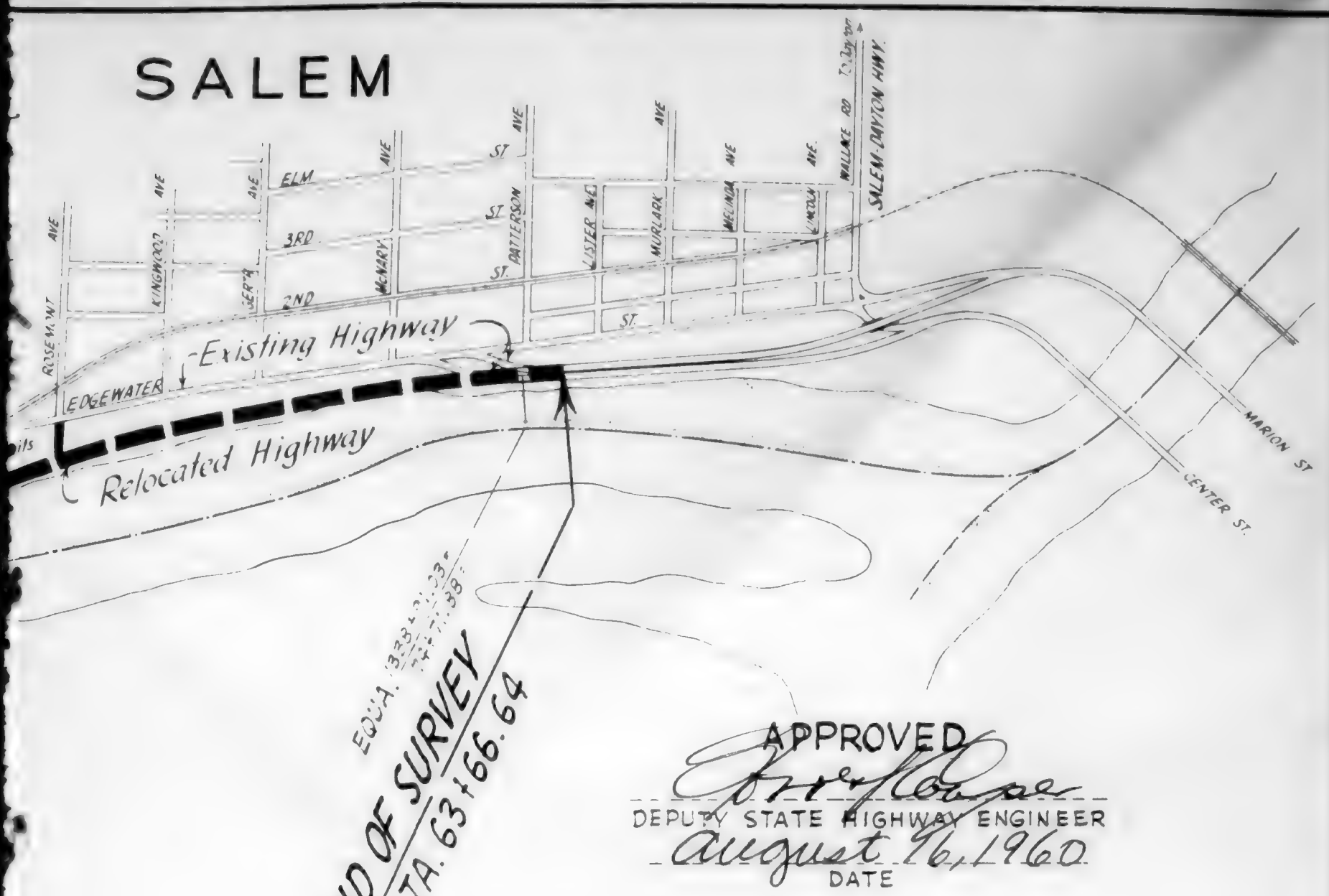
Scale : 1" = 800'

DRG. NO. 1

For details see Drg. No.

IR-3-1279

SALEM



APPROVED

DEPUTY STATE HIGHWAY ENGINEER

August 16, 1960
DATE

OREGON STATE HIGHWAY DEPARTMENT

Survey Approval Map

BONNEVILLE STA.- PATTERSON AVE. SECTION

WILLAMINA-SALEM HIGHWAY

POLK COUNTY

Scale : 1" = 800' July, 1960

DRG. NO. IR-3-1279

For details see Drg. No.

RECEIVED
1960
FOR FILING

Salem, Oregon
August 12, 1960

West Salem
Rosemont & Edgewater Sts.

Mr. Tom Edwards
Construction Engineer
OFFICE

I have studied the plan that Attig has worked up for an on-and-off ramp on the West Salem project in the vicinity of Rosemont Street. The plan also indicates possible future connections if the so-called Mission Street Bridge is constructed. This plan was devised to assure that, if and when the Mission Street Bridge was built, it would be possible to make a satisfactory connection to the Salem-Dallas Highway and to surface streets in the area. The plan appears to be satisfactory with some minor modifications.

I believe it would be possible to move the get-on for eastbound traffic from Edgewater Street to the freeway by a bit of widening. In working out the final design of this intersection, I would favor the present street connections to Edgewater at Rosemont over any future connection from the proposed bridge. In this manner, we would get the best functioning intersection for the present time, with modifications being made later if indicated at the time of construction of the bridge.

Forrest Cooper
Deputy State Highway Engineer

FC:fn

cc Mr. W. C. Williams

RECEIVED
AUG 24 1960
FOR FILING

9/1/60

July 6, 1960

Mr. T. W. Lowry, Chairman
Mid Willamette Valley Planning Council
Room 338, Marion County Courthouse
Salem, Oregon

Dear Mr. Lowry:

Attached is a transcript of the hearing which was held in Salem on May 3 concerning proposed improvements to a section of the Salem-Willamina Highway in the westerly part of Salem.

You will note that no material has been added subsequent to the date of the hearing. I discussed this matter with Mr. W. C. Williams, State Highway Engineer, this morning and it was agreeable with him to allow you to place additional material in the hearing record following a review by your Council of joint studies which are now being conducted with your Council and the Construction and Traffic Engineering Divisions of the State Highway Department.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:rj

Att:

cc: W. C. Williams

No material received as of
8-23-60
F.Q.

MID WILLAMETTE VALLEY PLANNING COUNCIL
ROOM 338, MARION COUNTY COURTHOUSE
TELEPHONE EMPIRE 4-4401, EXT. 37
SALEM, OREGON

PARTICIPATING AGENCIES:
MARION COUNTY PLANNING COMMISSION
POLK COUNTY PLANNING COMMISSION
SALEM PLANNING COMMISSION
SCHOOL DISTRICT 24 OJ

W. J. KVARSTEN
PLANNING DIRECTOR

June 30, 1960

Floyd Query, Secretary
Oregon State Highway Commission
Highway Building
Salem, Oregon

Dear Mr. Query:

This is in response to your telephoned request on June 28 relative to the improvement of a section of the Salem-Willamina Highway.

Please be advised that the Planning Council is working with members of the Construction and Traffic Engineering Divisions of the Highway Department toward the end of developing an analysis of the entire river crossing problem in the Salem area. These studies are progressing well, and we expect to be in a position to review a factual report from the Highway Department on or about July 15, 1960.

If you wish to close the testimony on this case, I would very much appreciate an arrangement whereby we would have an opportunity to place additional material in the record following review of the report mentioned above. I appreciate your interest and assistance in this matter.

Very truly yours,

T. W. Lowry, Chairman
Mid Willamette Valley
Planning Council

TWL:fw

RECEIVED
JUL 6 1960
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
1960
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN - 3 1960
FOR FILING

May 31, 1960

To whom it may concern:

In regards to the proposed Highway Relocation for West Salem:

We have no fault to find with the idea in general. However, we believe a central West Salem access at Patterson or McNary Streets will be needed. We do not believe the restricted intersection at Wallace Road and Edgewater Street can handle the entire traffic from West Salem which would be diverted into it by this plan.

May we suggest a traffic count with figures made public before this plan is adopted? The difference in incoming traffic on Dallas Road at View Drive and at McNary Street will be added to the present traffic at the single lane bottleneck at the bridge end of Edgewater Street if the Patterson Street interchange is eliminated. We do not believe this single approach to the Center Street bridge can handle all the morning rush hour traffic from our area.

Furthermore, we are certain that if all the present West Salem evening rush hour traffic were forced to use the Wallace Road and Edgewater intersection, traffic would be backed up across Marion Street bridge into Salem itself. This will not only be an inconvenience to West Salem residents but seriously impair our emergency vehicle traffic.

Sincerely,

James R. Hathaway
1065 Second St. NW
Salem, Oregon

Original to Edwards

(Answered by JC 5-27-60)

RECEIVED
NOV 17 1959
FOR FILING

November 16, 1959

Mr. A. W. Kilborn
Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

I have your letter of November 12 concerning future highway development on the Salem-Dallas Highway westerly toward Rickreall. We have some funds tentatively allocated for the improvement of a section of this road extending westerly from Salem approximately to the junction of the Independence Highway locally known as Brunks Corner. Eventually, the improvement will extend to Rickreall. This will not be for quite some period of time.

We have not as yet made any location for the improvement, and we have no maps of any kind showing a proposed alignment to submit to you. It is probable that we will be on the southerly side of your tracks, immediately west of Salem, and will cross over to join the present highway some place easterly from the Bonneville Power Administration's substation, although this, again, is very tentative and will depend upon results of our survey.

We will keep you advised on this, as well as other projects which might affect your property, as early as we have any studies completed which could show, even in a preliminary way, the proposed work.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
cc Mr. W. M. Jeakle
Mr. W. C. Williams
Mr. Tom Edwards

9-2660

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

IN REPLY PLEASE REFER TO

323-3

A. W. KILBORN
SUPERINTENDENT

November 12, 1959

Mr. W. C. Williams, State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Attention: Mr. G. S. Paxson

Dear Sir:

Have noted from newspaper items that the State Highway Department is proposing to four-lane the Salem-Dallas highway as far as Rickreall.

From the newspaper items have not been able to determine if Southern Pacific Company will be involved in the relocation of this highway. Believe this relocation of highway will be adjacent and possibly cross our tracks.

Would appreciate being furnished drawings of this proposed four-lane construction.

Earlier this year meeting was held with the various Railroads in the State of Oregon to furnish preliminary plans of all highway construction to interested Railroads and feel that we should have been furnished some information on this construction. We must be furnished this information so that our properties can be properly protected and our Management given advance information on all highway construction where Southern Pacific Company is involved. Also, feel these preliminary plans and drawings are very vital to us. Would appreciate receiving any advance information and drawings covering this type of construction.

Yours truly,

A W Kilborn

RECEIVED
NOV 16 1959
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 16 1959
OREGON
STATE HIGHWAY COMMISSION

S-475(2) Polk Sta.-Dallas Sec., Kings Valley Hwy. (Grad. & Oil) 1962

#6047

HD 2491
.H4 2492

RECEIVED
APR 10 1967
FORM E-30X—30M—7-66
FOR FILING

SP*23657-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 7, 1967

SUBJECT: Polk Station-Dallas Section
Kings Valley Highway

To: Mr. O.A. White
Materials & Research Engineer

SHOPS

Your letter of March 17 indicated the thickness of overlay needed to reduce deflections to a safe range varied from 6.2 inches to 8.4 inches.

This was discussed with Mr. Klaboe on April 6. A decision was made to place only the planned 3-1/2 depth at this time.

F.D. Morgan
Construction Engineer

By ORIGINAL SIGNED by G. L. DECKER

G.L. Decker
Assistant Construction Engineer

GLD:sg

cc: ~~F.B. Klaboe~~
R.D. Asburry

RECEIVED
APR 7 1967

FORM E-30 50M 10-65

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 17, 1967

To:

SUBJECT: Polk Station - Dallas Section
Kings Valley Highway
Deflection Tests

G. L. Decker.
Assistant Construction Engineer
Office

Deflection tests were made March 15 at four areas on subject project. The averages of 10 readings in each area are as follows:

Station Plus & Minus 50 ft. Intervals	Deflection Inches
47 + 00 SB	.0494
47 + 00 NB	.0502
112 + 00 NB	.0440
112 + 00 SB	.0518

On the basis of these measurements the thicknesses of pavement necessary to reduce deflection to a safe range varies from 6.2 inches to 8.4 inches. The proposal so far indicated is for an overlay of 3.5 inches which is not sufficient for the heavy logging traffic involved.

Discussed with Klaboe 4-6-67
Hold to 3½ inches -

O A White

O. A. WHITE
Engineer of Materials & Research

OAW:zf

cc: L. Shaw

Routing

Morgan
Docker
Sund
Barbee
Walker
Glenn
Swan

Peasu E
Morelock
Trout
Scott
Wills
Litchfield
Olson

RECEIVED
MAR 20 1967
CONSTRUCTION
DIVISION

FORM E-123X 50M 3-63

COMMISSIONERS

GLENN L. JACKSON, CHAIRMAN
MEDFORD

KENNETH N. FRIDLEY, MEMBER
WASCO

DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

March 17, 1967

Mr. Lorne B. Alden
Manager, Program Development
IIT Research Institute
10 West 35 Street
Chicago, Illinois 60616

REF: Your Letter Dated March 13, 1967

Dear Mr. Alden:

We would be interested in the proposal indicated in referenced letter concerning the nondestructive physical measurements of concrete pavement.

Very truly yours,

O. A. White

O. A. WHITE
Engineer of Materials & Research

OAW:sf

cc: L. Shaw
F. Morgan

IIT Research Institute
10 West 35 Street, Chicago, Illinois 60616
312 225 9630

March 13, 1967

Mr. Oscar White, Engineer of Materials
State Highway Commission
State Highway Building
Salem, Oregon

Dear Mr. White:

A need exists for a practical field instrument which is capable of nondestructively disclosing the depth, degree, and area of concrete pavement degradation as well as the concrete thickness and reinforcing steel locations. The current practice of coring does not satisfy this need for several reasons; it is costly, destructive, time consuming, and cannot be continuously performed on a relatively rapid basis.

IIT Research Institute, one of the largest not-for-profit contract research organizations, has completed a program sponsored by the Highway Research Board of the National Academy of Sciences--National Research Council which demonstrated the feasibility of developing an ultrasonic instrument suitable for nondestructive concrete inspection. This instrument can be towed behind a vehicle and continuously monitor concrete pavement quality, thickness, and locations of reinforcing steel. Automatic readout, exact defect location, and information recording for future reference are incorporated in the system.

Further development is necessary to provide the final practical field unit. We have prepared a proposal detailing the effort required. If you would like to see a copy of the proposal for evaluation, please let me know.

Sincerely yours,

Lorne B. Alden

Lorne B. Alden
Manager
Program Development

LBA:smp

RECEIVED
STATE HIGHWAY COMMISSION
MATERIALS DEPARTMENT

Illinois Institute of Technology Research Institute
Illinois Institute of Technology

RECEIVED
MAR 16 1967

SP°23657-734

FOR FILING
475(2)
6047

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 10, 1967

To: Mr. L.H. Young
Office Engineer

BUILDING

SUBJECT: Polk Station-Dallas Section
Kings Valley Highway
Depth of AC lift

Considerable evidence has accumulated to show that required densities can be obtained in asphaltic concrete placed in lifts up to 3 or more inches in depth. There is also some indication that density may suffer when the lift is too thin. On many recent projects, the specified density in a final lift of 1-1/2 inches was more difficult to obtain than in a 2 or 3-inch base lift.

The subject project lends itself to one lift construction, and it is desired the wording of the special provisions permit this. Electronic grade control requirements should also be a part of the specifications.

F.D.Morgan
Construction Engineer

By ORIGINAL SIGNED by G. L. DECKER

G.L. Decker
Assistant Construction Engineer

RECEIVED
F.B. KLABOE

GLD:sg

cc: F.B. Klaboe
Oscar White
R.D. Asburry

RECEIVED
MAR 1
OFFICE OF
STATE HIGHWAY ENGINEER

Monthly transaction number	Form 2A (5-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State
11 (5-63		Oregon
Project report number	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT 5-7-64	County
8		Polk
		Project number
		S-473(2)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on April 13, 19 64, is hereby modified as follows:

Revised estimated total cost of project $ 137,668.00

Revised Federal funds $ 86,721.68

Other revisions

None

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 7 day of May, 19 64.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd D. Stone

Assistant State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XXX A. V. Parsons
Division Engineer

By L. R. Backlund, Administrative Mgr.

USComm-DC 11170

RECEIVED
FOR THE [illegible]

Contract 6047

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO. 4-74	FC PR-2 (REV. 6-61) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE Oregon
PROJECT REPORT NO. 4	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	COUNTY Polk
6047		PROJECT NO. S-475(2)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

St. Rd. Polk Station to Dallas
(Polk Station-Dallas Sec.)

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	2-2-62	2.4
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 124,952.00	$ 78,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By [signature]

ASSISTANT State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

KX C. G. Polk
(Division Engineer)

By: L. R. Backlund [signature]
Acting Administrative Manager

Date executed by Division Engineer April 13, 1962

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

April 12, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement signed by a Highway official for the Polk Station-Dallas Section, Project No. S-475(2).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:mmb

March 14, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Polk Station-Dallas Section, Project No. S-475(2).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

MMC:bb

Oregon State Highway Department

Federal-Aid Secondary
Project No. S-475(2)

POLK STATION-DALLAS SECTION OF THE

KINGS VALLEY HIGHWAY IN POLK COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, March 14, 1962

Term Code 5201
Roadway (Sta. 0+30.41 to Sta. 126+40)(Contract 6067)

Clearing and Grubbing	All Req.(90%)			$ 4,090.00
Drainage Excavation, Unclassified	510	cu.yd.	$2.50	1,275.00
General Excavation, Unclassified	47,200	cu.yd.	0.28	13,216.00
Short Overhaul	156,800	yd.sta.	0.01	1,568.00
Long Overhaul	5,400	C-yd.sta.	0.40	2,160.00
Finishing Roadbed and Slopes	2.39	mile	1,000.00	2,390.00
12-inch Culvert Pipe	560	lin.ft.	1.75	980.00
18-inch Culvert Pipe	720	lin.ft.	3.50	2,520.00
36-inch Culvert Pipe	50	lin.ft.	9.00	450.00
8-inch Perforated Rigid-Type Drain Pipe	140	lin.ft.	1.40	196.00
Special Backfill in Drains	14	cu.yd.	6.00	84.00
Guide Posts, W-1	105	only	6.00	630.00
Coarse Crushed Material in Base	29,100	ton	1.95	56,745.00
3/4" - 0 Material in Base	3,740	ton	2.00	7,480.00
Sprinkling	980	M-gal.	2.00	1,960.00
Preparation of Base	2.39	mile	300.00	717.00
Furnishing and Placing Aggregates	1,575	cu.yd.	4.95	7,796.25
Penetration Asphalt	118	ton	41.00	4,838.00
RS-2 Asphalt	36	ton	43.00	1,548.00
Extra for Oiling Approaches	8	only	50.00	400.00
				$111,003.25
Flagging (57½% of Contractor's Costs)	All Req.(67%)			$ 1,000.00
Seeding and Mulching	All Req.(90%)			1,215.00
Signing (Temporary)	All Req.(50%)			75.00
				$ 2,290.00
Utilities Work by Pacific N.W. Bell Telephone	All Req.			$ 300.00
	Subtotal			$113,593.25
	10% Engr. & Cont.			11,358.75
	Total			$124,952.00

Length of Roadway - - - - 2.388 Miles
Cost of Roadway Per Mile- $52,324.95

Federal Funds - - - -

RECEIVED
FEB 18 1964
FORM E-80X 50M 2-63 43606
FOR FILING

6047

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 11, 1964

To: Mr. Walter T. Wright
Right of Way Engineer
BUILDING

SUBJECT: Changes of Access
Polk Station-Dallas Section
Kings Valley Highway

Herewith, three requests for changes of access on the Polk Station-Dallas Section of the Kings Valley Highway.

The reason for these changes is due to the actual change of these accesses during construction, and such changes were caused by topography or existing improvements. All changes are minor.

The Bureau of Public Roads approval of these minor changes was concurrent with their acceptance of the project, so no further approval is required. It is the recommendation of this office and approved by Mr. Shaw that these changes be granted.

F. D. Morgan
Construction Engineer

EAP:dc

Attachs.

cc: Lloyd P. Shaw
R. D. Asburry

RECEIVED
FEB 13 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 17 1964
FORM E-20 80M 3-63 69607
FOR FILING
6047

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 6, 1964

SUBJECT: Changes of Access Location
Polk Station-Dallas Section
Kings Valley Highway
Contract No. 6047

To: Mr. L. P. Shaw
Assistant State Highway Engineer

BUILDING

Attached are requests for changes in the recorded location of three accesses on this project. The reason for the request is that the actual locations of these accesses were changed during construction because of topography or existing improvements. The changes in location are minor -- the distances are all between 20 and 30 feet.

The Bureau of Public Roads approval of these minor changes was concurrent with their acceptance of the project, so no further approval by them is required.

Your approval of the requested changes is recommended.

F. D. Morgan
Construction Engineer

CHB:bjm
Attachments

cc: W. T. Wright

NOTED
LLOYD P. SHAW

INFORMATION FOR GRANT OR INDENTURE OF ACCESS

OFFICE USE ONLY		
FA R/W Proj. No.	Date	January 28, 1964
FA Const. Proj. No.	File No.	33574
	Section	Polk Station-Dallas
	Highway	Kings Valley
	County	Polk

1. Original Grantors: Ernest and Ruth J. Villwock

2. Present Owners: Same

3. Address of Present Owners: Rt. 1, Box 93, Dallas, Oregon

4. Are deed copies attached which will complete chain of title? Not applicable

5. Access Point to be Canceled:

Station	Side of Highway	Width	Use Restriction	Constructed?
65+ 14	Southeasterly	25'	Unrestricted	No
65+ 89	~~Northwesterly~~ Northwesterly	25'	Unrestricted	No

6. Access Point to be Granted:

Station	Side of Highway	Width	Use Restriction	Constructed?
65 + 37	Southeasterly	25	Unrestricted	Yes
66 + 18	Northwesterly	25	Unrestricted	Yes

7. Reason for Change of Access: To place entrance points adjacent to the owner's boundary line which crosses the fight of way at an angle.

8. Will change affect safety of use or highway traffic capacity? Explain. No

9. Filing fee of $5 is enclosed _____. Fee is waived __X__. Road Approach Permit is attached _____.

10. State will construct _____. Estimate of cost and check in amount of $_____attached hereto. Descriptions are attached covering additional right of way to be deeded by owner to the state _____.

RECOMMENDED:

Arthur Duffy
~~D.M.-3~~ Resident Engineer

R. D. Bilsborrow
Division Engineer

[illegible]
~~Construction or Maintenance~~ Engineer

APPROVED:

[illegible]
Asst. State Highway Engineer

Title:
BUREAU OF PUBLIC ROADS

Rev. 5/63
Orig. to R/W Engineer

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NOV 4 1963
FOR FILING

6047

November 1, 1963

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

On September 19, 1963, we wrote to you concerning release of final payment on contract #6247, awarded to Kenneth E. Nielsen, for grading-oiling the Polk Station-Dallas Section of the Kings Valley Secondary Highway in Polk County.

Final payment on this contract is $9,140.41 and the total contract amount is $134,010.83, including $244.35 for work performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Glens Falls Insurance Co.,
Bourland Ins. Agency
1980 Fairgrounds Road NE
Salem, Oregon

cc: Mr. Kenneth E. Nielsen
5220 Joan Drive North
Salem, Oregon

cc: C. H. Maison
Attn.: John Herr

RECEIVED
NOV 1 1963

Lloyd Shaw's

FOR FILING

475 (2)

6047

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

October 21, 1963

SUBJECT:

To: Mr. R. D. Asburry, Division Engineer
Division II
O F F I C E

This is to advise you that the following section of highway has been completed and opened to traffic:

Section Polk Station-Dallas

Highway Kings Valley Highway No. 191

County Polk

Pursuant to an abandonment agreement between the State and Polk County dated March 2, 1962, the County shall accept jurisdiction over and maintain as part of the county road system Unit A of the old right-of-way and the State shall place the old highway in serviceable condition before turning it over to the county.

Inasmuch as the Highway Commission will adopt a resolution in the near future abandoning these portions of old right-of-way to the county, please contact the county to inspect and correct any deficiencies in the old highway before it is given to the county.

Lloyd P. Shaw

Lloyd P. Shaw
Assistant State Highway Engineer

cc: I. A. DeFrance
F. T. Lacey, DMS
H. S. Cox

NOTED
LLOYD P. SHAW
RECEIVED
OCT 29 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 8 1963
FOR FILING

October 8, 1963

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

Semi-final payment on contract #6047 for grading-oiling on the Polk Station-Dallas Section of the Kings Valley Secondary Highway in Polk County, will be released to the contractor, Kenneth E. Nielsen, after October 15, 1963.

This payment of $423.90 reduces the retained percentage to $9,135.32.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Glens Falls Insurance Co.,
Bourland Ins. Agency
1980 Fairgrounds Road NE
Salem, Oregon

cc: Mr. Kenneth E. Nielsen
5220 Joan Drive North
Salem, Oregon

cc: C. H. Maison
Attn.: John Herr

RECEIVED
SEP 30 1963
FOR FILING

September 30, 1963

Mr. Marvin J. Weiser
District Attorney for Polk County
616 Court Street
Dallas, Oregon

Dear Mr. Weiser:

Further reference is made to your letter of September 6 concerning Mr. Dan Friesen's water supply.

Mr. Friesen's domestic water supply has been a matter of discussion between him and our field engineer quite recently. The installation which replaced the original has been inspected and no fault found which could account for the extremely large volumes of water for which he has been billed. A rather rudimentary test carried out by our field engineer and Mr. Friesen seem to indicate that his meter was registering several times as many cubic feet as actually passed through the pipe. Based on this test, it was decided that the water meter could be operating improperly. Mr. Friesen informed our people that he would contact the water department and have it checked. As of this date, we have heard nothing further from Mr. Friesen. We assume the meter was at fault and the matter is now settled.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

cc Forrest Cooper
R. L. Porter

FORM E-90 80M 3-63 49007

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 17, 1963

To: Mr. L. P. Shaw
Assistant State Highway Engineer

SUBJECT: Polk Station-Dallas Section
Kings Valley Highway
Contract No. 6047

BUILDING

Your letter of September 10 asked for an investigation of a water connection problem at the residence of Mr. Dan Friesen, Route 1, Box 408, Dallas, Oregon. This problem was presented by letter of September 6 from Marvin J. Weiser, Polk County District Attorney.

This problem has been investigated and a copy of a self-explanatory report from Mr. Asburry is attached.

It is apparent the extreme jump in Mr. Friesen's water bill can be traced to a "wild" meter, and not to any lack of performance on the part of the contractor.

Please advise if further material is required for reply to Attorney Weiser.

F. D. Morgan
Construction Engineer

By
G. L. Decker
Assistant Construction Engineer

GLD:bjm
Attachment

cc: R. D. Asburry

RECEIVED
SEP 18 1963
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-20X 50M 9-62 49606

127-1062

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 16, 1963

To:
Mr. F. D. Morgan
Construction Engineer
D e p a r t m e n t

SUBJECT:
Complaint of Excess Water Bill
Dan Friesen
Polk Station-Dallas Section
Kings Valley Highway
Contract No. 6047

Attention: Mr. G. L. Decker

The matter of the excess water bill Mr. Dan Friesen referred to in the letter from the Polk County District Attorney dated September 6, 1963, has been investigated.

Mr. Friesen had an existing water line crossing the subject section in the vicinity of 96+43. This is a domestic water line which is tied onto the Dallas city water system and serves Mr. Friesen's home. The contract calls for the contractor to install an 8-inch perforated rigid drain pipe as a conduit and the 1-inch water line to be adjusted by others. The contractor installed the conduit and Mr. Friesen was instructed to adjust his facility, installing it through the conduit. This instruction was based on Oregon law, which requires that the owners of utilities on public right of way perform or pay for the adjustments of said utilities should it be necessary due to reconstruction or improving of the roadway. Mr. Friesen had a local plumber adjust the water line through the conduit, using a plastic hose for same. This shows that the contractor completed his portion of the contract regarding this matter.

Mr. Friesen was objecting to the installation due to the water bill he received in August, which amounted to over $50.00, whereas his usual bill for the month had been around $5.00. He naturally assumed that the connections were not right and considerable water was being lost which raised his water bill.

On September 14 I personally contacted Mr. Friesen and went over the situation with him. No doubt at the time the new connection was made some water was lost, but I can not see any evidence of the amount of water being lost as indicated by his bills. His water bills for the past few months were as follows:

July 17	800 Cubic Feet
August 17	36,400 Cubic Feet

He had not received his September bill as yet but we read his meter, which indicated that his September billing would be in excess of 133,000 cubic feet.

By watching the meter, it was determined that there was no break in the line making a continuous loss. We observed the meter for approximately 20 minutes during which time it stayed stationary most of the 20 minutes. At one time it did start working, at which time it showed 12 cubic feet of water passing through it. Upon contacting the house it was determined during this period only two toilets were flushed, which under normal circumstances would use approximately 2 cubic feet. It would seem that the water meter is not functioning properly. Mr. Friesen said he would contact the water department this morning to have this matter checked.

In summation, the contractor fulfilled his obligation and if there is something wrong with the hookup, it is the owner's and not the contractor's or State's responsibility. I believe a check of the water meter will solve the problem.

R. D. Asburry

R. D. Asburry
Division Engineer

RDA:AM

FORM E-30X—50M—6-62 43908

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 11, 1963

SUBJECT:

To: Mr. R. D. Asburry
Division Engineer

BUILDING

A copy of letter from Polk County District Attorney Marvin J. Weiser pertaining to a water connection problem of Dan Friesen, Route 1, Box 408, Dallas, Oregon, is attached. This letter is self-explanatory.

A copy of letter from Mr. Shaw asking for an investigation of this complaint is also attached.

Will you please make this investigation, be guided by instructions in Mr. Shaw's letter and, in particular, note the request for adequate information to reply to the District Attorney's letter.

This matter should be given your immediate attention.

F. D. Morgan
Construction Engineer

By G. L. Decker
G. L. Decker
Assistant Construction Engineer

GLD:bjn
Attachments

cc: L. P. Shaw
R. D. Asburry (1)

SEP 11 1963
OFFICE OF
STATE HIGHWAY ENGINEER

Salem, Oregon
September 10, 1963

Mr. F. D. Morgan
Construction Engineer
B u i l d i n g

A copy of a letter from Marvin J. Weiser, District Attorney for Polk County, is attached. Mr. Weiser outlines a temporary water connection problem which apparently has resulted in excessive charges to one Dan Friesen.

Will you please have someone investigate this matter, and if action can be taken at the field level to correct any errors which may have occurred, see that this is done.

Please note the last paragraph of Mr. Weiser's letter. I believe he is inquiring as to the pipeline in question being a contract item. Will you please supply me with sufficient material to reply to the attorney's letter.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

Attachment

September 10, 1963

Mr. Marvin J. Weiser
District Attorney for Polk County
616 Court Street
Dallas, Oregon

Dear Mr. Weiser:

This acknowledges receipt of your letter of September 6 concerning a temporary pipeline to be used in connection with a highway construction project north of Dallas.

It has been necessary to have a field inspection made to determine what difficulties are involved in this matter. When a report is available, I will forward our comments in that regard.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajs

cc Forrest Cooper
R. L. Porter

OFFICE OF
DISTRICT ATTORNEY FOR POLK COUNTY
616 COURT STREET
DALLAS, OREGON

MARVIN J. WEISER
DISTRICT ATTORNEY

REFERRED TO
Shaw
BY DEPUTY STATE HIGHWAY ENGINEER

P.O. Box 1
MAYFAIR 3-4633

REFERRED TO
Forrest Cooper
BY SECRETARY

September 6, 1963

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Mr. Dan Friesen, of Rt. 1, Box 408, Dallas, Oregon, has contacted this office to make complaint concerning a matter arising from the construction of the State Highway leading North from Dallas to Highway 22, which Mr. Friesen lives adjacent to.

Mr. Friesen advises that his dwelling is situated adjacent to the newly constructed highway and receives his domestic water supply by pipeline which extends across such highway. He advises that during the construction period, he received his water supply by portable plastic line which was connected and disconnected from time to time as demanded by the prosecution of the work. He stated that at the conclusion of the construction work by the contractor, Kenneth Nielson, the contractor was to place a cast iron buried line of a permanent type to his dwelling. Instead, a plastic line was buried. This plastic line failed to function correctly and caused Mr. Friesen to receive a water bill from the City of Dallas for $51.65 for the month of August, 1963, whereas the usual bill would approximate $5.00. By reason of this plastic line failure, Mr. Friesen was also required to excavate and install a new water line at additional expense to himself.

Mr. Friesen has requested this office to inquire of the State Highway Commission as to whether or not the contractor in this instance performed his obligations under his contract with the State of Oregon as the same may have pertained to Mr. Friesen's water supply line.

Very truly yours,

Marvin J. Weiser

MJW:ew
c.c.
Dan Friesen
Rt. 1, Box 408
Dallas, Oregon

RECEIVED
SEP 9 1963
OFFICE OF
STATE HIGHWAY ENGINEER

copy to FC

FORM E-1 (REV. 8-63)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

BRIDGE NUMBER: -		WEEK ENDING: September 28, 1963
SECTION: Polk Station-Dallas		SECTION PREFIX: 127-1062
HIGHWAY: Kings Valley		COUNTY: Polk
NAME OF JOB: Polk Station-Dallas Section	KIND OF WORK: Grading & Oiling	
CONTRACTOR: Kenneth E. Nielsen	CONTRACT NUMBER: 6047	FEDERAL AID PROJECT NUMBER: S-475(2)
DATE OF CONTRACT: March 2, 1962	DATE WORK STARTED: April 6, 1962	ESTIMATED COMPLETION DATE: -
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: None SUPERVISION: None	SPECIFIED WORK DAYS: 90	WORK DAYS USED: 92
PROJECT AUTHORIZATION: $141,923.53	ENGINEERING AUTHORIZATION: $10,092.53	PERCENT OF TIME ELAPSED: 102.2
EXCLUSIVE OF ENGINEERING: $131,831.19	ENGINEERING COST TO DATE: $14,116.93	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100%
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $134,668.92	PERCENT OF AUTHORIZATION: 139.9%	
ESTIMATED PERCENT: OVERRUN / UNDERRUN: 2.2 %	DATE PROJECT WAS COMPLETED: August 31, 1963	

ESTIMATED PERCENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	
100	100	100	None	None	100	100	

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	2.59	2.59		2.59	
MILES PARTIALLY COMPLETED					
MILES COMPLETED	2.59	2.59		2.59	
TOTAL ESTIMATED QUANTITIES (CONTRACT)	52,000 cy.	35,660 ton		1,715 cy.	
TOTAL QUANTITIES CORRECTED TO DATE	49,274 cy.	40,995 ton		1,898 cy.	
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	49,274 cy.	40,995 ton		1,898 cy.	
AVERAGE DAILY QUANTITIES	759 cy.	1,025 ton		238 cy.	
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME	0	0		0	
NUMBER OF SHIFTS PER DAY	0	0		0	
HOURS PER SHIFT	0	0		0	

EQUIPMENT USED DURING THE WEEK:

None

	WEATHER	HOURS DELAY	CAUSE OF DELAY
SUNDAY	Rain		
MONDAY	Fair		
TUESDAY	Fair		
WEDNESDAY	Fair		
THURSDAY	Fair		
FRIDAY	Fair		
SATURDAY			

SEP 30 1963

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK	
SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

Work on project completed. Semi-final estimate was submitted Wednesday.

FINAL REPORT

SIGNED Charles Duffy

ADDRESS P. O. Box 30, Salem, Oregon

SEND ORIGINAL TO SALEM OFFICE, (BRIDGE SEND ORIGINAL AND COPY TO SALEM), ONE COPY TO DIVISION ENGINEER, AND RETAIN ONE COPY FOR YOUR OWN FILE. MAIL ON SATURDAY EACH WEEK EARLY ENOUGH TO REACH SALEM OFFICE BY MONDAY, A.M.

RECEIVED
SEP 19 1963
FOR FILING

6141

September 19, 1963

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

Contract #6047 awarded to Kenneth E. Nielsen, for grading-oiling the Polk Station-Dallas Section of the Kings Valley Secondary Highway in Polk County, was completed August 31, 1963, and accepted by the Highway Commission on September 17, 1963.

Final payment will be released to the contractor as soon as payment processing can be completed, but not before September 26, 1963.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Glens Falls Insurance Co.,
Bourland Ins. Agency
1980 Fairgrounds Road NE
Salem, Oregon

cc: Mr. Kenneth E. Nielsen
5220 Joan Drive North
Salem, Oregon

cc: L. H. Young
C. H. Maison
Attn.: John Herr

RECEIVED
SEP 18 1963
FOR FILING

6047

September 17, 1963

Oregon State Highway Commission

Gentlemen:

Work was completed August 31 on Contract No. 6047. The contract was with Kenneth E. Nielsen and was for grading and oiling on the Polk Station-Dallas Section of the Kings Valley Highway in Polk County.

As the contractor has completed all work according to specifications, we recommend that you accept the project effective September 17, 1963, and that you concur in this procedure at the Commission meeting on October 10.

It is assumed that if you have no objections to this action, and you do not advise us to the contrary, we may consider the matter has your approval.

Very truly yours,

Lloyd P. Shaw
Acting State Highway Engineer

cc Floyd Query
R. L. Porter
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

LPS:ajw bbc

RECEIVED
SEP 23 1963
FOR FILING

OFFICE OF
DISTRICT ATTORNEY FOR POLK COUNTY
616 COURT STREET
DALLAS, OREGON

P.O. Box 1
MAYFAIR 3-4853

MARVIN J. WEISER
DISTRICT ATTORNEY

REFERRED TO
6047 Forrest Cooper
BY SECRETARY

September 6, 1963

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Mr. Dan Friesen, of Rt. 1, Box 408, Dallas, Oregon, has contacted this office to make complaint concerning a matter arising from the construction of the State Highway leading North from Dallas to Highway 22, which Mr. Friesen lives adjacent to.

Mr. Friesen advises that his dwelling is situated adjacent to the newly constructed highway and receives his domestic water supply by pipeline which extends across such highway. He advises that during the construction period, he received his water supply by portable plastic line which was connected and disconnected from time to time as demanded by the prosecution of the work. He stated that at the conclusion of the construction work by the contractor, Kenneth Nielson, the contractor was to place a cast iron buried line of a permanent type to his dwelling. Instead, a plastic line was buried. This plastic line failed to function correctly and caused Mr. Friesen to receive a water bill from the City of Dallas for $51.65 for the month of August, 1963, whereas the usual bill would approximate $5.00. By reason of this plastic line failure, Mr. Friesen was also required to excavate and install a new water line at additional expense to himself.

Mr. Friesen has requested this office to inquire of the State Highway Commission as to whether or not the contractor in this instance performed his obligations under his contract with the State of Oregon as the same may have pertained to Mr. Friesen's water supply line.

Very truly yours,

Marvin J. Weiser

MJW:ew
c.c.
Dan Friesen
Rt. 1, Box 408
Dallas, Oregon

RECEIVED
SEP 3 1963
OFFICE OF
STATE HIGHWAY ENGINEER

copy to FC

RECEIVED
SEP 5 1963
FOR FILING

September 5, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 31, 1963, on Contract No. 6047, Polk Station-Dallas Section, in Polk County, in connection with Federal-aid Project No. S-475(2).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

LHY:ms
cc: H. B. Cox

RECEIVED
AUG 26 1963
FOR FILING
6047

August 23, 1963

Mr. V. Carl Black, Postmaster
U. S. Post Office
Dallas, Oregon

Dear Mr. Black:

Reference is made to your letter of July 31 setting forth certain allegations as to problems encountered by the rural route mailman making deliveries on the Polk Station-Dallas Section of the Kings Valley Highway.

At the time construction was started on this project there were six mailboxes which were affected. These six mailboxes were made movable by the contractor with the construction of special bases so that they might be moved as necessary for the convenience of the mail carrier.

The contractor's operations on the project were suspended due to weather from October, 1962 until June, 1963, during which time the section was opened to traffic and was maintained by the State's section crew.

Three of these six mailboxes have been permanently installed on new posts as per specification and consultation with the carrier. Permanent installation of the remaining three boxes was delayed by late delivery of the 8' x 8" posts due to a strike condition. Delivery has now been made and I am sure that these three mailboxes have been installed by this time.

There are four other mailboxes that were placed by property owners at their privately constructed driveways during the project construction. The contractor states he did not move these boxes.

I am advised that there are now oiled shoulders in front of the mailboxes which, as previously stated, the contractor placed per consultation with the mail carrier. There

are contradictions pertaining to the mail carrier's problems of negotiating the road. Since the project is finished, this would seem to be a moot point.

We are sorry that your carrier was inconvenienced during the necessary period of construction. A certain amount of inconvenience cannot be avoided when traffic must travel through an uncompleted project. We make every effort to keep this inconvenience to a minimum, working closely with our contractors to this end.

I sincerely hope that the complaints of your carrier which were directed at us through our contractor, have ceased to exist with the completion of this facility.

If we can be of further assistance to you at any time, please do not hesitate to call upon us.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

cc Forrest Cooper
F. D. Morgan
R. D. Asburry
Arthur Duffy

VDW:hlb: ajw

PLEASE RETURN TO
LLOYD P. SHAW
CLASS

IN REPLYING
MENTION INITIALS AND DATE

United States Post Office

DALLAS, OREGON
July 31, 1963

REFERRED TO
Lowell Cooper
BY SECRETARY

REFERRED TO
Shaw
BY DEPUTY STATE HIGHWAY ENGINEER

State Highway Department
State of Oregon
Salem 10, Oregon

Dear Sir:

We have been somewhat displeased with the contractor performing the work just now being completed on the Kings Valley Highway, on the end joining Highway 22.

The work has been dragged out over such a long period of time that the rural mail carrier serving patrons in that area has been subjected to many difficulties. The roadway itself was in poor condition for long periods of time when the contractor was not working on it. Any requests made to county or state highway crews were usually courteously turned down with the information that the road was in the hands of the contractor.

The contractor has been slow in replacing mailboxes when a section was completed or when no work was to be done on a section for some time. The carrier has asked him on several occasions to replace boxes or position them more conveniently, and the usual reply was "get out of your car" to serve the boxes. The carrier expected to do that when work was being done, but in some instances the need to do so was prolonged unreasonably.

On two occasions the carrier got his vehicle stuck while attempting to serve patrons' boxes, and had to call a wrecker to be pulled out so he could continue. In one instance road equipment was working nearby, but no effort was made to give the carrier any assistance.

The carrier now advises me that several boxes probably won't be replaced by the contractor, along the highway shoulder, because the houses were constructed or completed since the work began on the highway project. However, the contractor did not hesitate to move the boxes out of his way when work was being done there.

Very truly yours,
V. Carl Beck
Postmaster

RECEIVED
AUG 1 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG - 1 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 26 1963
FOR FILING

FORM E-30 9OM 5-62 43908

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310
August 23, 1963

SUBJECT:

To: Tom Edwards
Ass't. Highway Engineer
B U I L D I N G

The new alignment on the Dolph Corner-Polk Station Section was opened to traffic recently. Mr. Bothman is in the process of revising the signing at the old Dolph Corner intersection to route traffic to Dallas over the new line.

The question arises as to what should be done with the existing flashing beacon at Dolph Corner. Even though traffic will be reduced at this intersection it will still be a hazardous location. It is my recommendation that the existing flasher be left in place and operating and that the new intersection to the east be left as it is without any flasher. If this intersection proves to be troublesome in the future, we can install a new flasher at this location.

Your approval of this proposal is requested.

L. E. George
Ass't. Traffic Engineer

LEG:sm
cc: R. N. Bothman

No
Take out

RECEIVED
AUG 23 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 13 1963
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 8, 1963

To: Mr. R. L. Porter
Deputy State Highway Engineer
D e p a r t m e n t

SUBJECT: Polk Station-Dallas Section
Kings Valley Highway
Contract No. 6047

August 5 Mrs. C. A. Purviance, Orchard Knob Road, Dallas, Phone 623-4054, was contacted by the writer in regard to her telephone complaints on the subject project. Her complaint was regarding the connection between the old Dolph Corner-Dallas Highway and the new facility.

Mrs. Purviance has to use the old Dolph Corner-Dallas Highway and travel through this intersection to get from her home to the City of Dallas, where she does most of her shopping. She was objecting to the method in which we have turned the Dolph Corner-Dallas Highway at this connection to bring it into the new facility at right angles. Her proposal was to let the traffic traveling south on the Dolph Corner-Dallas Highway proceed on a straight line to intersect with the new facility. Said travel lane would be over the old highway portion which we have blocked off for traffic.

It was explained to her that we deemed it a safer operation to bring the entering traffic into the highway at right angles for better visibility and also for a better maneuver for the entering traffic, which has to make a left turn movement onto the new facility. She said she could see our thinking on this but did not agree with it and thought the southbound traffic on the Dolph Corner-Dallas Highway should be permitted to go straight ahead to the intersection instead of making the turn at right angles. She was informed that we would make a close watch on this intersection to see if difficulties arise from it and if it did not work properly we would take suitable action to correct the faults.

R. D. Asburry

R. D. Asburry
Division Engineer

RDA:AM
cc Mr. F. D. Morgan
Mr. Arthur Duffy

RECEIVED
JUL 12 1963
FOR FILING

477 Cottage Street, N. E.
Salem, Oregon

Forrest Cooper, State Highway Engineer
Salem, Oregon

July 2, 1963

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Projects S-475(1) and S-475(2), Polk Station-Dallas Section, File No. 33570-Voth

Mr. Moehring's June 21, 1963 letter submitted information concerning a change in the location of an access point on the subject projects.

Our March 21, 1963 and April 21, 1963 memorandums concerning relinquishment and disposition of right-of-way on Federal-aid projects, including changes in access control features did not specifically indicate whether the procedures outlined therein were applicable to Secondary Road Plan projects. However, the provisions of PPM 21-4.1 are applicable to Plan projects only to the extent that such provisions are included in the procedures submitted by the State and approved by Public Roads. In view of the fact that your current Secondary Road Plan does not refer to disposition of right-of-way being handled under the provisions of paragraph 7 of PPM 21-4.1, action by Public Roads on such matters is not required. This does not preclude the necessity for submission of supplemental city agreements or formal statements of traffic control measures on major street projects for our approval in accordance with IM 21-10-60 if changes in traffic control measures such as the diminishment of the degree of access control are involved.

Consequently we have no objection to your changing the location of the access point from 43+80 to 43+12.5 on the Polk Station-Dallas Section. Such changes on Secondary Road Plan projects may be handled by your department in the future without referring them to this office.

NOTED
LLOYD P. SHAW

Original to Wright
1-3-C Trans.

RECEIVED
MAR 15 1962

FORM 2-129

COMMISSIONERS—ING

M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

6047

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER

O. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

March 15, 1962

Mr. Kenneth E. Nielsen
5220 Joan Drive North
Salem
Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #6047, awarded March 2, 1962, for grading-oiling the Polk Station-Dallas Section of the Kings Valley Secondary Highway in Polk County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

RECEIVED
APR 4 1962
FOR FILING

6047

MISC. CONTRACTS and AGREEMENTS No.

Salem, Oregon
March 12, 1962

Agenda Item 4-k-1
Throughway Agreement
Polk Station-Dallas Section
Kings Valley Highway
Polk County

Mr. H. S. Cox
Engineer City & County Relations
Office

Attention: Mr. Don Harwell
Mapping & Records Engineer

Attached is a conformed copy of a throughway agreement with Polk County covering the Polk Station-Dallas Section of the Kings Valley Highway in Polk County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Polk County.

Secretary

rn
Attach: 1

FORM E-30 50M 7-60 29395

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 9, 1962

SUBJECT: Throughway Agreement
Polk Station - Dallas Section
Kings Valley Highway No. 191
Polk County

To: Mr. R. L. Porter
Assistant State Highway Engineer
O F F I C E

Attached are three copies of an agreement covering the above subject project. Two copies of the agreement have been signed by the proper officials of Polk County and the agreement is now ready for approval by the Highway Commission and certification by the Secretary. Both copies require your signature of approval.

The project was previously approved January 28, 1960.

Donald N. Harwell

Donald N. Harwell
Mapping & Records Engineer
County & City Relations Division

RECEIVED
FEB 13 1962
OFFICE OF
STATE HIGHWAY ENGINEER

DNH:eb
Att.

RECEIVED
APR 4 1962
FOR FILING
1175(2)
1047

MISC. CONTRACTS and AGREEMENTS No.

Salem, Oregon
March 12, 1962

Agenda Item 4-k-2

Throughway Agreement
Polk Station-Dallas Section
Kings Valley Highway N . 191
City of Dallas

Mr. H. S. Cox
Engineer City & County Relations
Office

Attention: Mr. Don Harwell
Mapping & Records Engineer

Attached is a conformed copy of a throughway agreement with the City of Dallas in which City agrees to the closure of three streets in connection with the construction of the Polk Station-Dallas Section of the Kings Valley Highway in the City of Dallas.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City of Dallas.

Secretary

rn
Attach: 1

FORM E-20 SOM 8-61 54367

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 2, 1962

SUBJECT: Throughway Agreement
Polk Station - Dallas Section
Kings Valley Highway No. 191
City of Dallas

To: Mr. R. L. Porter
Assistant State Highway Engineer
O F F I C E

Attached are three copies of an agreement covering the above subject project. Two copies of the agreement have been signed by the proper officials of the City of Dallas and the agreement is now ready for approval by the Highway Commission and certification by the Secretary. Both copies require your signature of approval.

The project was previously approved January 28, 1960.

Don Harwell

Donald N. Harwell
Mapping & Records Engineer
County & City Relations Division

DNH:eb
Att.

RECEIVED
MAR 12 1962
FOR FILE
6047

March 12, 1962

County Court of Polk County
Court House
Dallas, Oregon

Gentlemen:

We are enclosing for the records and files of Polk County a fully executed copy of a throughway agreement between the State Highway Commission and Polk County covering the Polk Station-Dallas Section of the Kings Valley Highway in Polk County.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

rn
Enc.

RECEIVED
MAR 12 1962
FCAT
6647

March 12, 1962

Lydia Martens, City Recorder
City Hall
Dallas, Oregon

Dear Madam:

We are enclosing for the records and files of the City of Dallas a fully executed copy of a throughway agreement between the State Highway Commission and the City of Dallas in which City agrees to the closure of three streets in connection with the construction of the Polk Station-Dallas Section of the Kings Valley Highway in the City of Dallas.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

rn
Enc.

RECEIVED
MAR 12 1962
FOR FILING

FORM 6-123

COMMISSIONERS
F. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

6047

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER

G. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

March 9, 1962

Mr. Kenneth E. Nielsen
5220 Joan Drive North
Salem
Oregon

Dear Sir:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission as follows:

Contract #6047, awarded March 8, 1962, for grading-oiling the Polk Station-Dallas Section of the Kings Valley Secondary Highway in Polk County.

Please execute two of these copies as to contract and bond, and return them to this office for completion. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT.

The third copy of the contract, stamped "ADVANCE COPY to be Retained by Contractor", is furnished for your information pending receipt of a fully executed copy.

The workday count on this contract will begin **March 21, 1962.**

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

cc: L. H. Young
J. D. Walker
Res. Engineer
Frank Morgan

PS: Just a reminder to have your signature read the same as your name is given on the Contract and Bond pages. Thank you.

dc

RECEIVED
MAR 5 1962

FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

FORREST [illegible]
STATE HIGHWAY ENGINEER
S. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

March 2, 1962

6247

Kenneth E. Nielsen
5220 Joan Drive N.
Salem, Oregon

Gentlemen:

The State Highway Commission on March 2, 1962 awarded to you State Highway Contract No. 6247 for the following project:

Grading and oiling on the Polk station-Dallas section of the Kings Valley Highway in Polk County.

This award was based on your bid of $121,804.25 which was the low bid submitted to the Commission on February 28, 1962 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)

RECEIVED
FEB 21 1962
FOR FILING
6047

February 19, 1962

Oregon State Highway Commission

Gentlemen:

At the next Highway Commission meeting there will be on the agenda for your consideration a through-way agreement with Polk County covering the Polk Station-Dallas Section of the Kings Valley Highway.

It is recommended that this matter have your favorable action and that the Secretary be authorized to sign the agreement.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc R. L. Porter

RLP:ajw fn

RECEIVED
FEB 15 1962
FOR FILING

6147

February 13, 1962

Oregon State Highway Commission

Gentlemen:

On the agenda for the next Highway Commission meeting there will be for your consideration an agreement with the City of Dallas in which the City agrees to the closure of three streets in connection with the construction of the Polk Station-Dallas Section.

It is recommended that you approve this matter and that you authorize the Secretary to sign the agreement in your behalf.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc R. L. Porter
H. S. Cox

RLP:ajw jw

RECEIVED
1962
COMMISSIONERS
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 8, 1962

Northwest Natural Gas Company
132 N. W. Flanders
Portland 9, Oregon

Attention: Mr. Jim Collins

Construction Plans
Polk Station-Dallas Section
Kings Valley Highway

Gentlemen:

Herewith are construction plans for your use in the adjustment and/or protection of your facilities on the Polk Station-Dallas Section.

Bids on this project will be received by the Oregon State Highway Commission on February 28, 1962.

Our resident engineer on this project will be Mr. Arthur Duffy, State Highway Laboratory Building, Salem.

Very truly yours,

F. D. Morgan
Construction Engineer

By

F. B. Klaboe
Assistant Construction Engineer

FS:fp

Enc.

cc G. S. Parson
R. L. Porter
J. D. Walker
Arthur Duffy

NOTED
G. S. P.

RECEIVED
FEB 14 1962
FOR FILE

COMMISSIONERS
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 8, 1962

Pacific Northwest Bell Telephone Company
410 N. E. Clackamas
Portland 12, Oregon

Attention: Mr. M. E. Bousha

Construction Plans
Polk Station-Dallas Section
Kings Valley Highway

Gentlemen:

Herewith are construction plans for your use in the adjustment and/or protection of your facilities on the Polk Station-Dallas Section.

Bids on this project will be received by the Oregon State Highway Commission on February 28, 1962.

Our resident engineer on this project will be Mr. Arthur Duffy, State Highway Laboratory Building, Salem.

Very truly yours,

F. D. Morgan
Construction Engineer

By

F. B. Klaboe
Assistant Construction Engineer

FS:fp

Enc.

cc G. S. Paxson
R. L. Porter
J. D. Walker
Arthur Duffy

G. S. PAXSON

RECEIVED
FEB 1962
FOREMAN

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 8, 1962

Pacific Power and Light Company
Public Service Building
Portland 4, Oregon

Attention: Mr. R. H. Sallee

Construction Plans
Polk Station-Dallas Section
Kings Valley Highway

Gentlemen:

Herewith are construction plans for your use in the adjustment and/or protection of your facilities on the Polk Station-Dallas Section.

Bids on this project will be received by the Oregon State Highway Commission on February 28, 1962.

Our resident engineer on this project will be Mr. Arthur Duffy, State Highway Laboratory Building, Salem.

Very truly yours,

F. D. Morgan
Construction Engineer

By

F. B. Klaboe
Assistant Construction Engineer

NOTED
G. S. PARSON

FS:fp

Enc.

cc G. S. Parson
R. L. Porter
J. D. Walker
Arthur Duffy

RECEIVED
FEB 14 1962
COMMISSIONERS
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 8, 1962

City of Dallas
City Hall
Dallas, Oregon

Construction Plans
Polk Station-Dallas Section
Kings Valley Highway

Gentlemen:

Herewith are construction plans for your use in the adjustment and/or protection of your facilities on the Polk Station-Dallas Section.

Bids on this project will be received by the Oregon State Highway Commission on February 28, 1962.

Our resident engineer on this project will be Mr. Arthur Duffy, State Highway Laboratory Building, Salem.

Very truly yours,

F. D. Morgan
Construction Engineer

By

F. B. Klaboe
Assistant Construction Engineer

FS:fp

Enc.

cc G. S. Paxson
R. L. Porter
J. D. Walker
Arthur Duffy

NOTED
G. S. PAXSON

RECEIVED
NOV 23 1961
COMMISSIONERS
FOR FILING
CIVER, CHAIRMAN, PORTLAND
KENNETH N. FRIDLEY, MEMBER WASCO
GLENN L. JACKSON, MEMBER MEDFORD
FLOYD QUERY, SECRETARY SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

November 22, 1961

Mr. N. John Hansen
Route 1, Box 397
Dallas, Oregon

Dear Mr. Hansen:

Your recent letter to our Planning Division regarding drainage on our Polk Station-Dallas Highway has been referred to this office for reply.

Through a copy of this letter I am requesting Mr. J. D. Walker, our Division Engineer in this area, to see that you are contacted and that the matter is discussed.

I wish to thank you in calling this matter to our attention.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Tom Edwards
Construction Engineer

DJB:jd

CC: W. C. Williams
J. D. Walker

NOTED
FORREST COOPER

RECEIVED
NOV 24 1961
OFFICE OF
STATE HIGHWAY ENGINEER

Route 1, Box 397
Dallas, Oregon
November 3, 1961

Planning Division
State Highway Department
Salem, Oregon

Gentlemen:

I am writing in regard to the Dallas-Kings Valley extension running from Polk Station intersection of the coast highway to the city of Dallas. In examining maps of the proposed relocation, I note that the road south from the former Polk Station school leaves a portion of the land owned by Mr. H. W. Voth between the highway and my property which is located to the west of the old Polk Station school.

The purpose of this letter is to call attention to the drainage situation in this area in order that it might be taken into consideration in your planning.

A tile line extends through my property to the fence line of Mr. Voth and then on under the area which will be covered by the highway. However, it would appear possible that with the placement of the highway and the drainage ditches at the side, that more water would drain more readily to the one low point and then run westward down through our place. There is a question in my mind whether the tile line will carry the complete run-off; however, I feel it important that some provision be made to divert that water into the tile line at the roadside, rather than letting excess water that does not find it's normal way into the tile line run down across the small strip of land owned by Mr. Voth and then through our place which is being planted to orchard.

Under present conditions the drainage is adequate for growing trees in this area, and I think it can remain so, however, I wanted to call this situation to your attention so that adequate provision could be made for taking care of excess surface water.

I would be most happy to discuss this problem and look over the situation with any one of your representatives at their convenience.

Very truly yours,

N. John Hansen

RECEIVED
NOV 6 1961

RECEIVED
NOV 2 1961
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 31, 1961

SUBJECT: File No. 33576 - Friesen
Polk Station - Dallas Section
Kings Valley Highway
Polk County

To: Mr. Forrest Cooper
Deputy State Highway Engineer

Office

An option has been secured from Henry F. and Kathrina Friesen.

As a part of the option agreement, access will be denied between the parcel conveyed and the owner's remaining property except for two 25-foot approaches on the westerly side of the highway at Engineer's Stations 71+08 and 76+00.

The access at Station 71+08 is the existing approach to the Jennings Lodge No. 9 A.F. and A.M. cemetery which is located on what was once a part of Mr. Friesen's farm.

The access at Station 76+00 will serve Mr. Friesen's 110-acre remainder after our taking.

No use restriction is planned on either approach.

It is recommended that the option be accepted on the above basis.

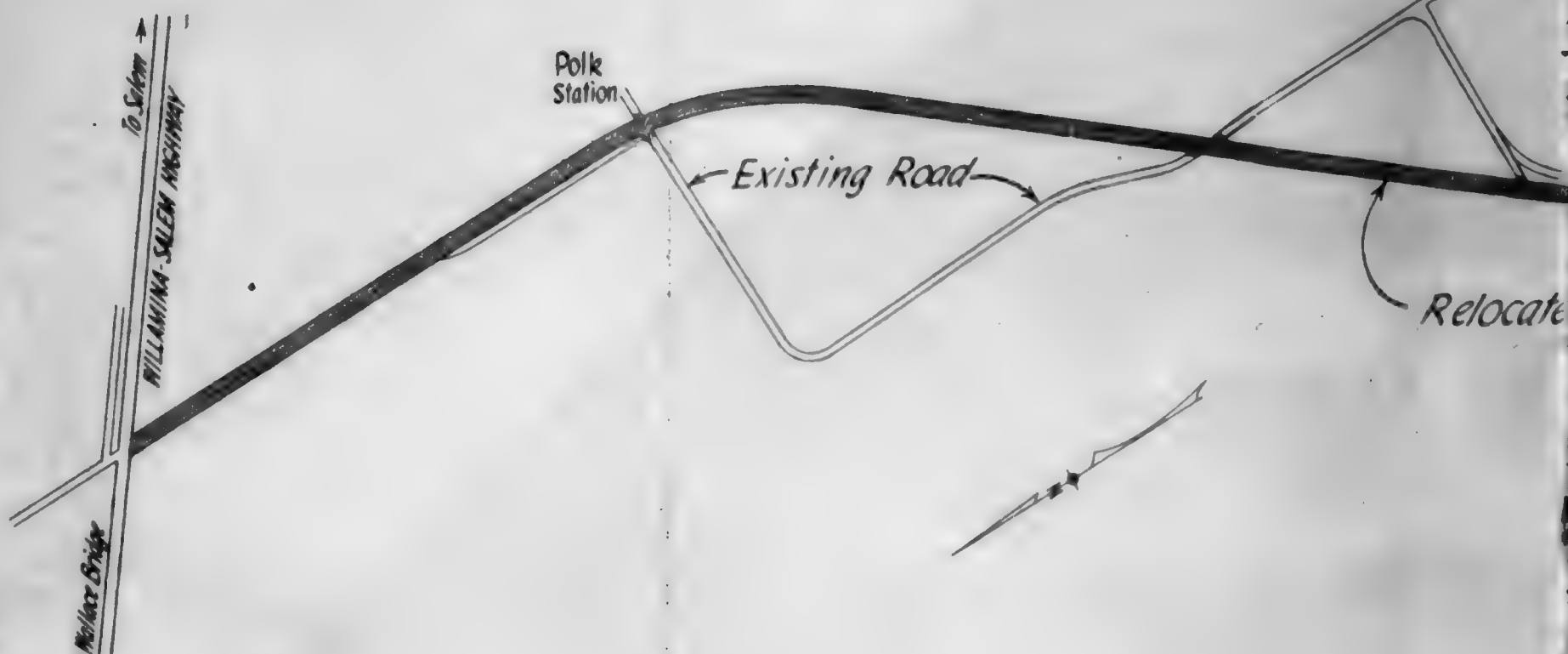
L. I. LINDAS
Chief Counsel

By D. H. Moehring
D. H. Moehring
Assistant Right of Way Engineer

DHM:jm
Approved:

FORREST COOPER

NOV 3 1961



LEGEND

Throughway Portion

Excepted Portion

I hereby ce
than ten ce
mile abutti

Deputy Stat

DALL

OREGON STATE HIGH

Sketch

THROUGHWAY

POLK STATION —

KINGS VALLE

POLK C

Scale 1"=800'

DRG. NO.

I hereby certify that there are less than ten commercial businesses per mile abutting on this section of highway.

Deputy State Highway Engineer

OREGON STATE HIGHWAY DEPARTMENT

Sketch Map

THROUGHWAY DESIGNATION
POLK STATION — DALLAS SECTION

KINGS VALLEY HIGHWAY

POLK COUNTY

Scale 1"=800' Sept., 1961

DRG. NO. IR-5-1525

RECEIVED
OCT 12 1961
FOR FILING

September 20, 1961

Hon. A. H. Friesen
Mayor
Dallas, Oregon

Dear Sir:

The State Highway Commission at its meeting on July 28, 1961, adopted a survey concerning improvement of the Polk Station-Dallas Section of the Kings Valley Secondary Highway No. 191. On August 14, 1961, you were furnished a copy of this Survey Resolution No. 238, with sketch map attached.

At its meeting on September 15, 1961, the Highway Commission amended Survey Resolution No. 238. For your information, we are attaching a copy of the amended Survey Resolution, No. 238a, with sketch map.

You will recall that a public hearing on this project was held in the City of Dallas on August 9, 1960, and a transcript of the hearing was sent to you.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Hon. C. M. Barnhart
Polk County Judge
Dallas, Oregon

Mr. Victor Wolfe
Encl.

fp

September 20, 1961

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol
Salem, Oregon

Dear Mr. Appling:

In compliance with Oregon Laws which require that the Oregon State Highway Commission forward copies of all resolutions designating highway directives to the office of the Secretary of State, there is attached for your files and records a certified copy of Survey Resolution No. 238a which was adopted on September 15, 1961: Polk S ation-Dallas Section of the Kings Valley Secondary Highway No. 191, Polk County. Certified copy of sketch map is also attached.

Survey Resolution No. 238a amends Survey Resolution No. 238, copy of which was sent to you on August 14, 1961.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

RECEIVED
SEP 19 1961
FOR FILING

Salem, Oregon
September 18, 1961

W. T. Wright
Right of Way Engineer
O F F I C E

The BPR has approved effective September 15, 1961, the acquisition of right of way on the Polk Station-Dallas Section in Polk County.

R. L. Porter
Office Engineer

RLP:bm

RECEIVED
SEP. 14 1961
FOR FILING

475(2)
6047

September 14, 1961

Oregon State Highway Commission

Gentlemen:

Re: Polk Station-Dallas Section
Kings Valley Highway
Polk County

The Highway Commission adopted a resolution on July 26, 1961, covering the new section between Polk Station and Dallas, which becomes a part of the Kings Valley Secondary Highway. The resolution adopted at that time did not declare this highway a throughway. There will be before you at this Commission meeting an amended resolution declaring the highway a throughway.

Your adoption of the resolution is recommended.

Very truly yours,

W. C. Williams
State Highway Engineer

GSP:ae me

cc G. S. Paxson
Howard S. Cox

FORM E-30 60M 7-59 22124

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 13, 1961

SUBJECT: Polk Station-Dallas Section
Kings Valley Highway
Polk County

To: G. S. Paxson
Assistant State Highway Engineer

O f f i c e

Enclosed please find 20 copies of an amended resolution concerning the above section of highway.

It was necessary to amend the original resolution adopted by the Commission on July 28, 1961, because some necessary language designating the highway as a throughway and providing that any subsequent relocation would not affect its status as a throughway was omitted. This resolution adopts the survey, designates the highway as a throughway and establishes the Kings Valley Secondary Highway.

Additional copies are available in this office.

Jack L. Sollis
Staff Attorney

JLS:ckr
Att.
cc: Forrest Cooper
G. E. Rohde

RECEIVED
SEP 13 1961
OFFICE OF
STATE HIGHWAY ENGINEER

Noted
L. H. Lindas

RECEIVED
SEP 20 1961
FOR FILING

25-4175(2)

TO: 16047

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

TO: Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: September 12, 1961

Through: C. O. Polk, Division Engineer

FROM: J. F. Cameron, Assistant Regional Engineer
08-00.3 Portland, Oregon

SUBJECT: Oregon Federal-aid Secondary System

We approve effective this date the extension of Route 190, the revision of Route 123 and the change in jurisdiction over Route 137 in Polk County, Oregon. These changes are approved as shown on the attached tabulation and as indicated on the map forwarded with your letter of June 29, 1961, to Mr. Polk.

The statement in your letter of June 29 is accepted as evidence of compliance with Section 103(e) Title 23, U. S. Code, relative to cooperation with appropriate local road officials.

Attachment 1

cc Systems, Programs & Operations
C. O. Polk, Division Engineer

Porter

Supplemental Tabulation No. 144

STATE OF OREGON
FEDERAL-AID SECONDARY SYSTEM

Road Designation		Brief Description of Road and Termini	County	Mileage on State Hwy. System	Mileage on Local System	Total Length
FAS Road No.	State or Local Road No.					
123	189	From FAS 190 in Dallas, easterly to FAP 47 at Rickreall.	Polk	4.0	--	4.0
137	--	From FAS 190 in Dallas northerly to FAP 47 at Ralph Carver.	Polk	--	2.8	2.8
190	191	From FAP 22 near Wren northerly via Kings Valley, Pedee, and Dallas to FAP 47 near Polk Station.	Benton Polk	-- --	9.8 21.3	31.1

RECEIVED
AUG 22 1961
FOR FILING

S-475(2)
(6045)

Agenda Item
4e-1

August 15, 1961

Hon. Howell Appling, Jr.
Secretary of State
State Capitol Building
Salem, Oregon

Dear Mr. Appling:

In compliance with Oregon Laws which require that the Oregon State Highway Commission forward copies of all resolutions designating highway directives to the office of the Secretary of State, there is attached for your files and records a certified copy of the following resolution which was adopted on July 28, 1961.

Survey Resolution No. 238 - Kings Valley Secondary Highway No. 191, Polk Station-Dallas Section, Polk County; also designates this section as a Throughway and as a Secondary Highway.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Attach.

mg

Agenda Item
4e-1

August 14, 1961

Hon. A. H. Friesen, Mayor
City of Dallas
City Hall
Dallas, Oregon

Dear Sir:

The State Highway Commission at its meeting on July 28, 1961, adopted a survey concerning improvement of the Polk Station-Dallas Section of the Kings Valley Secondary Highway. For your information we have attached a sketch map showing the route of the new section and a copy of the Commission's resolution adopting the survey (Survey Resolution No. 238).

You will recall that a public hearing on this project was held in Dallas on August 9, 1960, and a transcript of the hearing was sent to you. The Commission took action only after careful study of the transcript and consideration of the Highway Engineer's recommendation.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.
cc: Ms. Betty Adams
County Clerk
Polk County Court House
Dallas, Oregon

Mr. Victor Wolfe

mg

RECEIVED
AUG 1 1961
FOR FILING

August 1, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Dear Sir:

We enclose a copy of our road user cost analysis for the Polk Station-Dallas Section, which we have prepared in accordance with your request of July 7.

The last construction undertaken on the Ralph Corner-Dallas Highway was 31 years ago. It is now obsolete and must be replaced. It passes through the foothills of the Coast Range Mountains and has particularly poor vertical alignment. The needs study indicates that an expenditure of $533,000 would be necessary to bring the 2.9-mile length up to acceptable standards. At the suggestion of Polk County officials, the proposed changes described in our letter of June 29, 1961, were considered. Polk County also agreed to accept the existing route into the county road system. It was determined that the present proposal would cost $205,000.

The economic analysis indicates a rather small saving when both road user and gross construction costs are considered.

Your approval of the proposed revisions of the F.A.S. System in the vicinity of Dallas in Polk County, as described in our letter of June 29, is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.
cc W. C. Williams
Tom Edwards

JAR:ep:fp fn

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
Planning Survey Section

HIGHWAY PROJECT ANALYSIS

ITEM	ROUTES			
	~~Existing~~	~~Proposed~~		
I. ANNUAL VEH. OPERATION COSTS				
A. TIME ELEMENT COSTS				
a. Passenger Vehicles.....	$ ~~132,941~~	~~119,099~~		
b. Light trucks.....	$ ~~2,051~~	~~1,836~~		
c. Heavy trucks.....	$ ~~26,115~~	~~24,819~~		
d. Busses.....	$ ~~1,221~~	~~1,096~~		
e. Total.....	$ ~~164,328~~	~~146,850~~		
B. MILEAGE ELEMENT COSTS				
a. Dist. and Surf. Costs...	$ ~~419,972~~	~~422,974~~		
b. Rise and Fall Costs.....	$ ~~1,728~~	~~2,568~~		
c. Alignment Costs.....	$ ~~4,708~~	~~4,180~~		
d. Traffic Stop Costs.....	$ ~~6,162~~	~~9,705~~		
e. Accident Costs.....	$ ~~11,050~~	~~11,960~~		
f. Total.....	$ ~~445,620~~	~~451,367~~		
TOTAL ANNUAL VEHICLE OPERATION COSTS ($A_e + B_f$).....	$ ~~609,948~~	~~998,217~~		
II. ANNUAL HIGHWAY COSTS				
a. Capital Costs.....	$ ~~-----~~	~~10,251~~		
b. Maintenance Costs.....	$ ~~10,091~~	~~11,169~~		
c. Operation Costs.....	$ ~~4,963~~	~~5,180~~		
TOTAL ANNUAL HIGHWAY COSTS..	$ ~~15,056~~	~~26,600~~		
III. ANNUAL ROAD USER COSTS (I + II).	$ ~~625,002~~	~~624,817~~		

FORM E 50 8OM

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 10, 1961

SUBJECT: Rolph Jorner-Dallas Highway
Oak Station-Dallas Section

To: Mr. Tom Edwards

Herewith copy of a letter from the Bureau of Public Roads requesting traffic assignments and other supporting data for the extension of FAS Route 190 in Dallas to FAP Route 47 near Polk Station.

Will you please arrange to supply the necessary supporting data.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

cc to: Mr. F. B. Crandall

REFERRED TO
By Ass't. Construction Engineer

CONSTRUCTION DIVISION
RECEIVED
JUL 10 1961
NOTED-- CE ACE ACE COE

477 Cottage Street, N. E.
Salem, Oregon

July 7, 1961

Mr. R. G. Williams, State Highway Engineer
Salem, Oregon

C. G. Polk, Division Engineer
36-35.32 Salem, Oregon

Oregon — Federal-aid Secondary System Revision and Addition

Reference is made to Mr. Paxson's letter of June 29, 1961 requesting approval of proposed revisions of the FAS System in the vicinity of Dallas in Polk County.

The proposed revisions are clearly defined, however, your submission does not include traffic assignments and supporting data to establish the need for extending FAS Route 190 in Dallas to a new terminus with FAP Route 47 near Polk Station and changing jurisdiction of the existing Delph Corner-Dallas Highway. In addition, a traffic analysis and benefit study, assuming the proposed Polk Station-Dallas Section is in service, should be made to determine if the new routing is warranted.

The above supporting information is needed before I can forward the system submission to the Regional office with my recommendation.

RECEIVED
JUL 21 1961
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 20, 1961

SUBJECT: Polk Station-Dallas
Highway Improvement

To:

Tom Edwards
Construction Engineer
O f f i c e

In accordance with Mr. G. S. Paxson's letter of July 10th to you, carbon copy to us, we are furnishing the annual road user cost analysis for this proposed improvement.

The attached map shows the 1960 ADT and the estimated 1975 ADT with the Polk Station-Dallas Highway improvements.

Original Signed by
F. B. CRANDALL

F. B. Crandall
Traffic Engineer

GLStmp
Attachment
cc: G. S. Paxson (Attach.)
Forrest Cooper (Attach.)

RECEIVED

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
Planning Survey Section

Summary Sheet

HIGHWAY PROJECT ANALYSIS

Polk Station To Dallas
7 - 19 - 61

Description of Projects:

Plan 1 Reconstruct the route from the Willamina-Salem Highway near Polk Station southerly to Dallas.

Plan 2

Plan 3

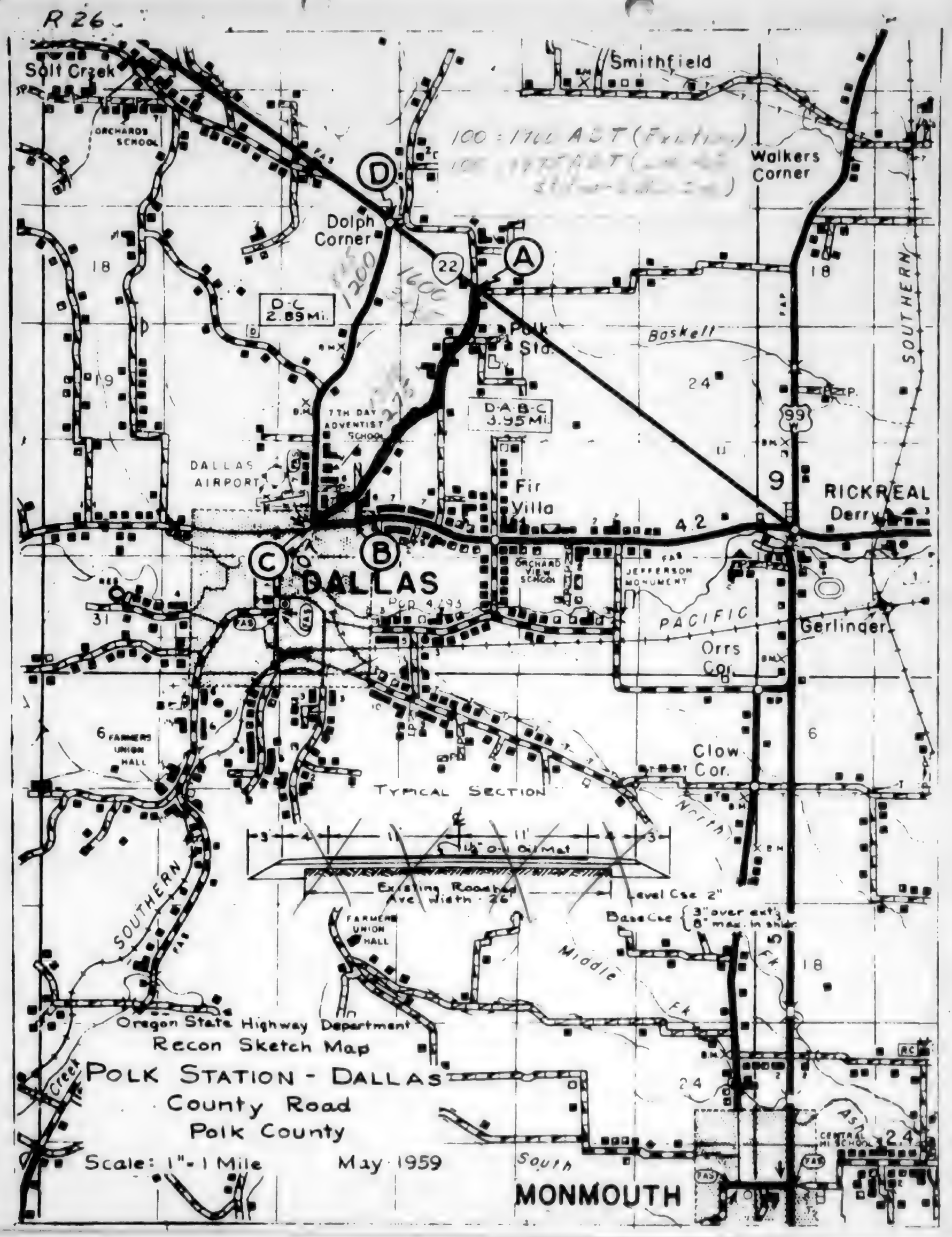
COMPARATIVE PHYSICAL DATA BETWEEN POINTS

Dolph Corner And Dallas

ITEM	ROUTES			
	Existing	Plan 1	Plan 2	Plan 3
Length (miles).....	3.02	3.68		
Length of New Construction (miles)...	--	2.73		
Traffic Lanes (number).....	2	2		
Total Rise and Fall (feet).....	516	197		
Maximum Grade (percent).....	7.1	3.5		
Length of Maximum Grade (feet).....	2,139	2,020		
Total Central Angle (degrees).....	365	298		
Maximum Degree Curve (degrees).....	20	51		
Number of Maximum Degree Curves.....	1	1		

COMPARATIVE ROUTE COST DATA

Right-of-Way Costs.....	$ ------	20,000		
Other Construction Costs.....	$ ------	181,000		
Gross Construction Costs.....	$ ------	201,000		
Annual Road User Costs.....	$ 625,002	624,817		


R 26
Salt Creek
ORCHARDS SCHOOL
Smithfield
Walkers Corner
Dolph Corner
D
A
22
18
D-C 2.89 Mi.
Polk Sta.
Boskell
24
D-A-B-C 3.95 Mi.
7TH DAY ADVENTIST SCHOOL
DALLAS AIRPORT
99
SOUTHERN
Fir Villa
RICKREAL
Derry
42
C
B
DALLAS
POR 4.293
ORCHARD VIEW SCHOOL
JEFFERSON MONUMENT
PACIFIC
Gerlinger
Orrs Cor.
31
6
FARMERS UNION HALL
Clow Cor.
TYPICAL SECTION
11'
11'
1½" O-1 Oil Mat
Existing Roadway Ave. Width 26'
Level Crse 2"
Base Crse { 3" over ext'l 8" max. in shldr
SOUTHERN
FARMERS UNION HALL
Middle
Oregon State Highway Department
Recon Sketch Map
POLK STATION - DALLAS
County Road
Polk County
Scale: 1" = 1 Mile
May 1959
South
MONMOUTH
CENTRAL HI SCHOOL

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
Planning Survey Section

HIGHWAY PROJECT ANALYSIS

ITEM		ROUTES			
		Existing	Proposed		
I. ANNUAL VEH. OPERATION COSTS					
A. TIME ELEMENT COSTS					
a. Passenger Vehicles.....	$	132,941	119,699		
b. Light trucks.....	$	2,051	1,[illegible]		
c. Heavy trucks.....	$	28,115	26,[illegible]		
d. Busses.....	$	1,221	1,[illegible]		
e. Total.....	$	164,328	146,[illegible]		
B. MILEAGE ELEMENT COSTS					
a. Dist. and Surf. Costs...	$	419,972	422,974		
b. Rise and Fall Costs.....	$	3,728	2,540		
c. Alignment Costs.....	$	4,708	4,180		
d. Traffic Stop Costs.....	$	6,162	9,705		
e. Accident Costs.....	$	11,050	11,960		
f. Total.....	$	445,620	451,367		
TOTAL ANNUAL VEHICLE OPERATION COSTS ($A_e + B_f$).....	$	609,948	[illegible]		
II. ANNUAL HIGHWAY COSTS					
a. Capital Costs.....	$	------	[illegible]		
b. Maintenance Costs.....	$	10,091	11,[illegible]		
c. Operation Costs.....	$	4,963	5,[illegible]		
TOTAL ANNUAL HIGHWAY COSTS..	$	15,054	26,[illegible]		
III. ANNUAL ROAD USER COSTS (I + II).	$	625,002	624,[illegible]		

RECEIVED
JUL 10 1961
FOR FILING
S-475(2)
F-411

Salem, Oregon
July 10, 1961

Dolph Corner-Dallas Highway
Oak Station-Dallas Section

Mr. Tom Edwards

Herewith copy of a letter from the Bureau of Public Roads requesting traffic assignments and other supporting data for the extension of FAS Route 190 in Dallas to FAP Route 47 near Polk Station.

Will you please arrange to supply the necessary supporting data.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

cc to: Mr. F. B. Crandall

FORM CD-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N. E.
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: July 7, 1961

FROM : C. G. Polk, Division Engineer
08-35.32 Salem, Oregon

SUBJECT: Oregon -- Federal-aid Secondary System Revision and Addition

Reference is made to Mr. Paxson's letter of June 29, 1961 requesting approval of proposed revisions of the FAS System in the vicinity of Dallas in Polk County.

The proposed revisions are clearly defined, however, your submission does not include traffic assignments and supporting data to establish the need for extending FAS Route 190 in Dallas to a new terminus with FAP Route 47 near Polk Station and changing jurisdiction of the existing Dolph Corner-Dallas Highway. In addition, a traffic analysis and benefit study, assuming the proposed Polk Station-Dallas Section is in service, should be made to determine if the new routing is warranted.

The above supporting information is needed before I can forward the system submission to the Regional office with my recommendation.

RECEIVED
JUL 7 1961
STATE HIGHWAY ENGINEER

RECEIVED
JUL 3 1961
FOR FILING

G 475(2)

G 2471

July 3, 1961

Oregon State Highway Commission

Gentlemen:

Our survey on the Polk Station-Dallas Section of the Kings Valley Highway has been completed. A public hearing on this section was held in Dallas on August 9, 1960, at which time there were no objections to this route.

The length of this section is 2.63 miles, and I am attaching a map for your information.

The 1960 Census places Dallas in the urban classification and that part of this project within the corporate limits must be financed with urban funds.

You have approved $150,000 of secondary funds in Program 6 for this project. Our present estimate of cost for right of way and construction is estimated at $295,000. This increase is brought about by using a slightly higher design standard than originally planned, which I believe to be desirable.

I request your approval of this survey and authority to purchase the necessary right of way. I also request your approval of the transfer of $25,000 of urban funds from the Salmon River Junction-East McMinnville Section of the Three Mile Lane Highway as approved in Program 5 and the transfer of $30,000 from the secondary reserve of Program 6.

This matter will be on the agenda at your meeting of July 28.

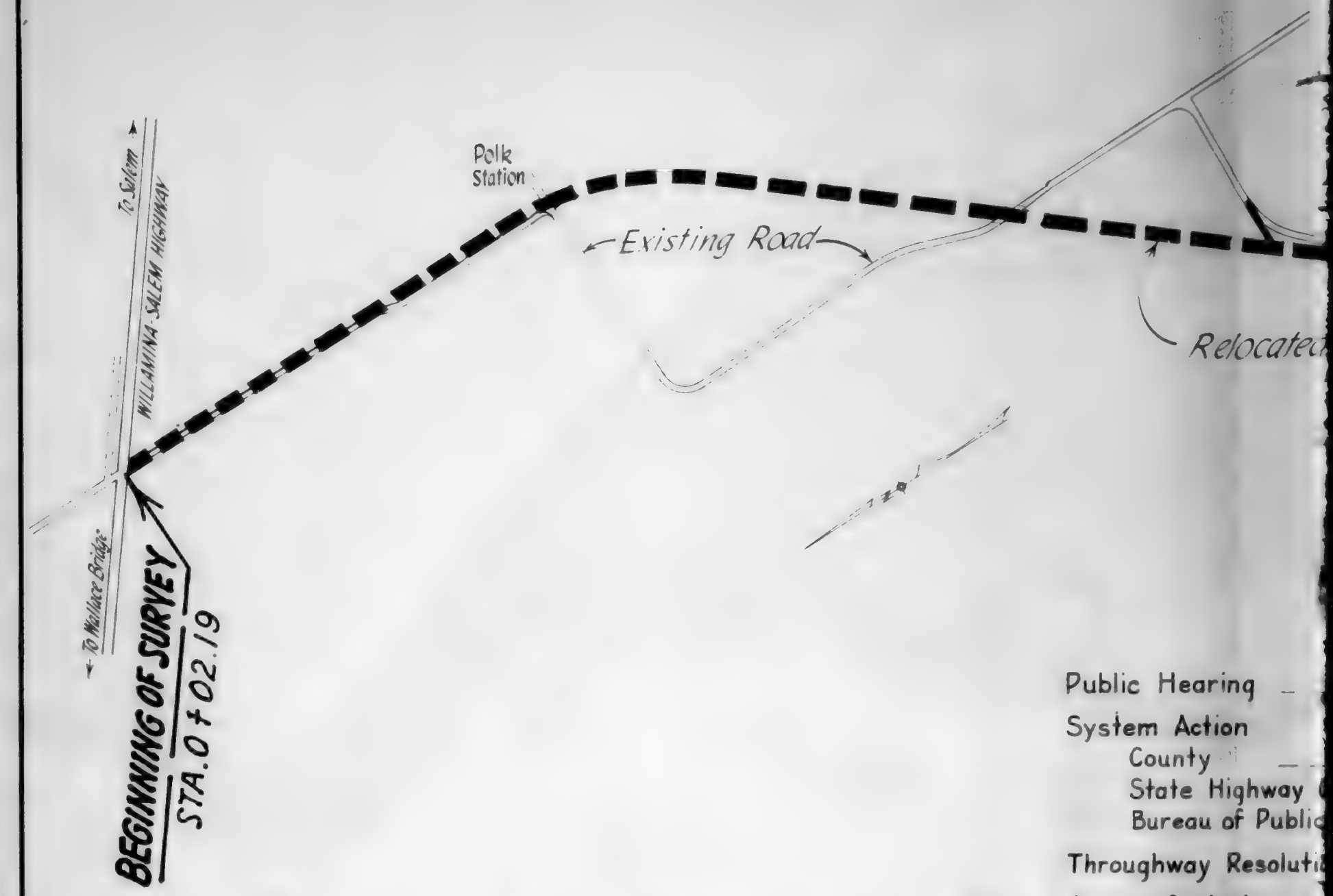
Very truly yours,

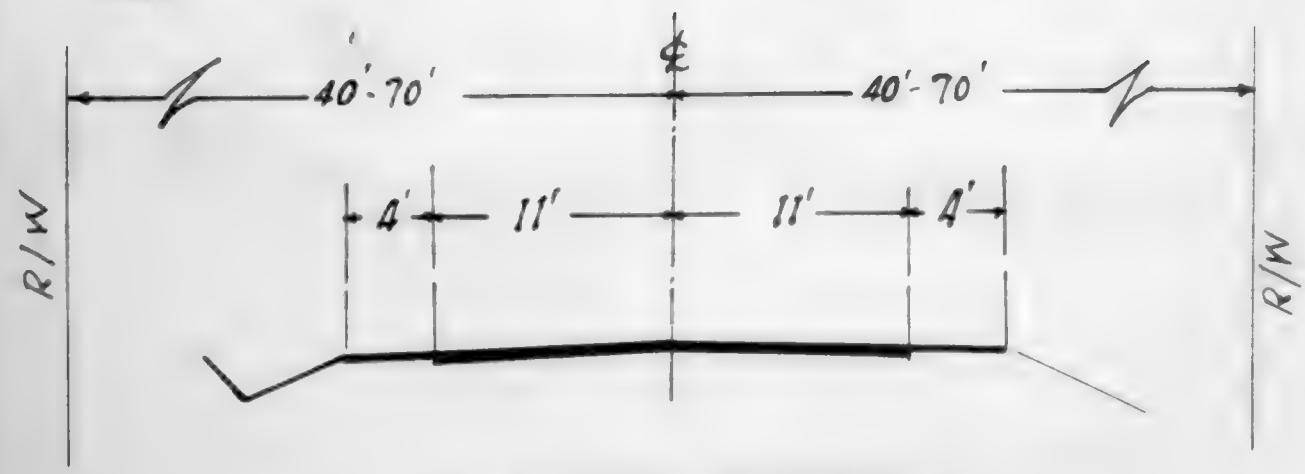
W. C. Williams
State Highway Engineer

DJB:jk mc

Enclosure

cc Tom Edwards
Walter Wright





TYPICAL SECTION

Public Hearing

System Action

County

State Highway

Bureau of Public

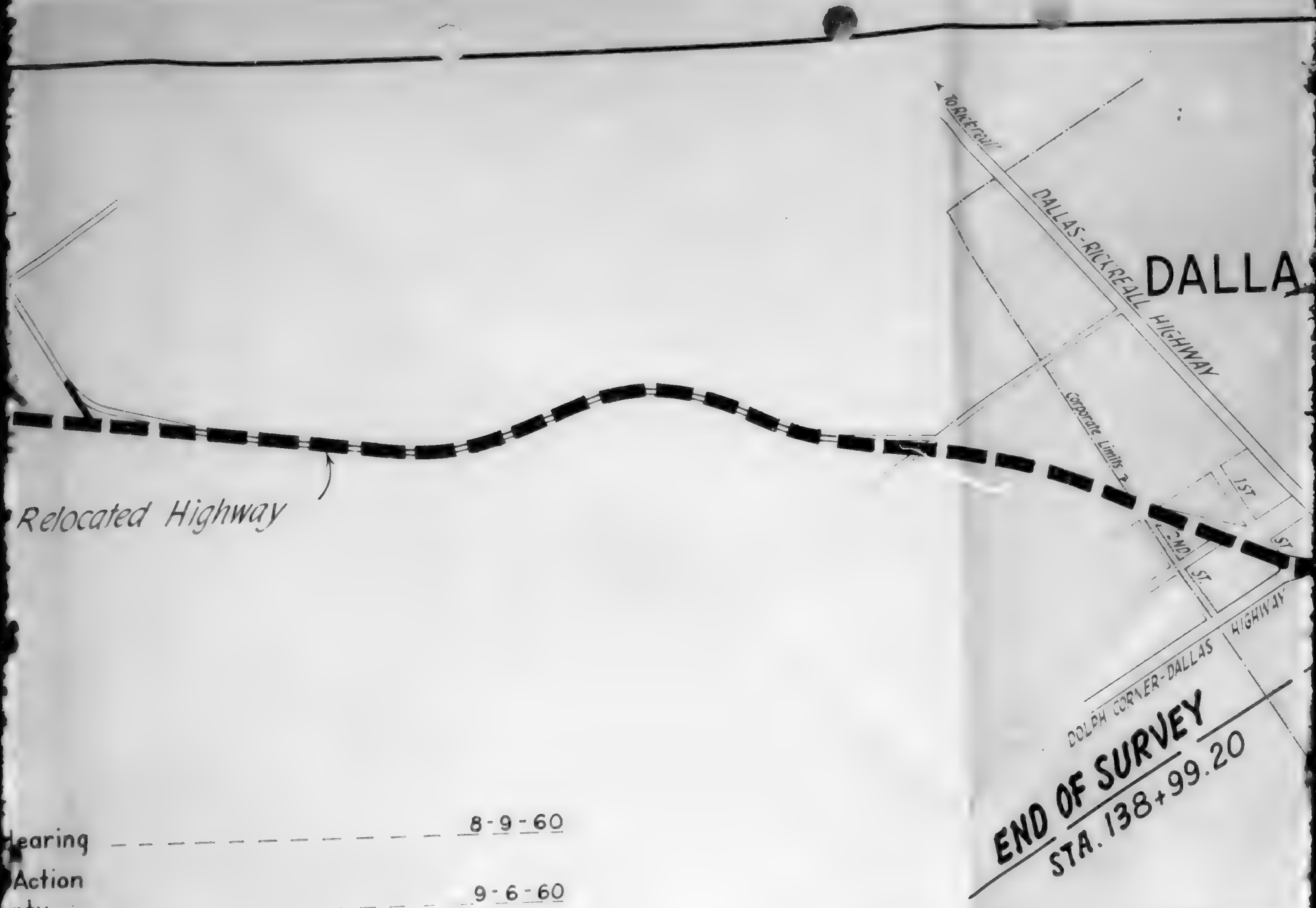
Throughway Resolution

Access Control

DEPUTY STATE HIGHW

DATE

2.63 Mi.



Hearing _____ 8-9-60

Action _____ 9-6-60

unty _____ Required

te Highway Commission _____ Required

reau of Public Roads _____ Required

way Resolution Adopted _____ Required

Control _____ Limited Locations

APPROVED

_____

STATE HIGHWAY ENGINEER

June 30, 1961

OREGON STATE HIGHWAY DEPAR

Survey Approval Map

POLK STA. - DALLAS S

KINGS VALLEY HIGH

POLK COUNTY

Scale: 1" = 800'

DRG. NO. 1R-3-1284

8-9-60

9-6-60
Required
Required
Required
Locations

OREGON STATE HIGHWAY DEPARTMENT

Survey Approval Map

POLK STA. - DALLAS SECTION

KINGS VALLEY HIGHWAY

POLK COUNTY

Scale: 1" = 800'

May, 1961

DRG. NO. 1R-3-1284

F-167(7) Cold Springs Jct. Truck Scale Site, Columbia River Hwy. (Grad. & Oil.) 1962

#6048

RECEIVED
1962
FOR FILING
6048

November 23, 1962

Umatilla Electric Coop. Assoc.
Hermiston, Oregon

Attention: Mr. R. L. Woolley, Mgr.

Re: Truck Scale Installation
Junction Cold Springs Hwy.
and Columbia River Hwy.

Dear Sir:

Thank you for sending us the invoice covering extension of power lines to the traffic scale located near Cold Springs Junction.

The invoice appears to be in line with the terms of the agreemented dated Sept. 27, 1962, our Miscellaneous C & A 2554, and it is being forwarded to the Accounting Division for payment as soon as possible.

Thank you for calling this matter to our attention.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

AL

cc: C. H. Maison

UMATILLA ELECTRIC COOPERATIVE ASSOCIATION

R. L. WOOLLEY, MANAGER

TELEPHONE JOrdan 7-6414
HERMISTON, OREGON

November 21, 1962

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem 10, Oregon

Re: Truck Scale Installation
Junction Cold Springs Highway
and Columbia River Highway

Dear Mr. Query:

In accordance with the agreement executed, and mentioned in your letter of September 25, which we returned to you on September 27, we are forwarding to you, herewith, a statement of the amount which is due and payable from the State Highway Commission to the Umatilla Electric Cooperative Association. These funds have not been forthcoming in accordance with the agreement, notwithstanding the fact that we have already completed the installation and have instituted the service. We hope that this matter can be handled through your channels at your reasonably early convenience.

Very truly yours,

R. L. Woolley

R. L. Woolley
Manager

Incl.

RECEIVED
NOV 2 3 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
1962
FO ING

UMATILLA ELECTRIC COOPERATIVE ASSOCIATION

R. L. WOOLLEY, MANAGER

TELEPHONE JOrdan 7-6414
HERMISTON, OREGON

September 27, 1962

Oregon State Highway Commission
State Highway Department
Salem, 10, Oregon

Gentlemen:

This will acknowledge your letters of August 20 and September 25, relative to three copies of a contract between the commission and this organization covering a power line extension and the furnishing of electric energy to the truck scale installation at the junction of Cold Springs Highway and Columbia River Highway, north and east of Hermiston. Please be advised that we are inclosing to you, herewith, the OFFICE COPY, properly executed by our organization. We shall proceed as rapidly as is possible, however, at the present time, we are being delayed by the lack of delivery of materials. It is expected that we should get this line in service sometime during the month of October.

Very truly yours,

R. L. Woolley

R. L. Woolley
Manager

Incl.

Copy to Edwards
" to Coos

RECEIVED
SEP 28 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 25 1962
FOR FILING

September 25, 1962

Umatilla Electric Cooperative Association
Hermiston
Oregon

Gentlemen:

On August 20, 1962 we sent you three copies of a Contract between the State Highway Commission and the Umatilla Electric Cooperative Association covering power line extension and furnishing of electrical energy to the truck scale installation at the junction of Cold Springs Highway and Columbia River Highway, north of Umatilla. These copies have been executed by the State Highway Commission and are to be executed by the Umatilla Electric Cooperative Association.

In checking our files we note that one fully executed copy has not been returned for the Commission's files.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

rn

RECEIVED
SEP 10 1962
FOR FILING

August 20, 1962

Agenda Item 4-s

Umatilla Electric Cooperative Association
Hermiston, Oregon

Gentlemen:

We are enclosing three copies of a Contract between the State Highway Commission and the Umatilla Electric Cooperative Association covering power line extension and furnishing of electrical energy to the truck scale installation at the junction of Cold Springs Highway and Columbia River Highway, north of Umatilla. These copies have been executed by the State Highway Commission and are now ready for execution by the Umatilla Electric Cooperative Association.

When fully signed please return the copy marked "Office Copy" to this office for the Commission's files. The other two copies may be retained by for further handling.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

rn
Enc. 3

P.S. A conformed copy of the above contract is being retained in this office pending receipt of a fully signed copy.

RECEIVED
1962
FOR FILING

August 7, 1962

Oregon State Highway Commission

Gentlemen:

We have recently built a truck scale installation at the junction of the Cold Springs Highway and the Columbia River Highway north of Umatilla. In order to operate the facility, it is necessary that we have a source of electrical energy.

There will be before you at the August 9 meeting a contract between the State and the Umatilla Electric Co-operative Association covering the furnishing of electrical energy. Under this contract a power line extension of the Cooperative Association will be made, which will cost approximately $4,000. The State will contribute $3,100 of this cost leaving $900 to be paid by the Association. The State's contribution is required because of the high cost of installation and the small revenue from the power used. We further agree that we will accept the electrical service for a period of not less than five years following the completion of the extension at the regularly filed and published rate schedules of the Association.

Your approval and authorization for the Secretary to execute this contract are recommended.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
Tom Edwards
Victor D. Wolfe
C. H. Maison
G. W. Ross

GSP:ms hlb

FORM B-80 SOM 6-61 30681

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
August 3, 1962

RECEIVED
FILED BY CORRESPONDENCE

SUBJECT: Cold Springs Junction Truck Scale
Columbia River Highway
Umatilla County

To:

Mr. G. W. Ross
Assistant Director of Permits
Salem

Please refer to your letter of July 3, 1962, regarding the extension of the power line to serve the subject scale.

We have been in contact with the representative of the Umatilla Electric Cooperative Association of Hermiston who has, in turn, submitted the attached contract for line extension. This to be executed on the part of proper officials of the Highway Commission and returned for acceptance by the electric company.

After acceptance the Cooperative will proceed to make the line extension. Will you please submit this for execution if the agreement seems to be in order.

A. F. Parson
Division Engineer

By

C. D. Cannon
Office Engineer

CDC:if
Attachment

NOTED
G. W. ROSS

CONTRACT FOR LINE EXTENSION

DATE _____

THE OREGON STATE HIGHWAY COMMISSION, hereinafter called the "Consumer" hereby requests UMATILLA ELECTRIC COOPERATIVE ASSOCIATION, a corporation, hereinafter called the "Cooperative", to extend the Cooperative's electric lines and facilities and to furnish electric service to the Consumer, and the Cooperative agrees to make such extensions and furnish such service, upon the following conditions:

1. Electric service to be furnished by the Cooperative and used by the Consumer shall be 60 cycle alternating current as follows:

Single Phase, 120-240 Volts.

Such frequency and voltage, however, being subject to reasonable variation.

2. After acceptance of this Contract, the Cooperative, as soon as possible, will make the extension of its electric lines and facilities required to furnish such electric service at two points of delivery at consumer's point of consumption located at Engineer Stations 510 and 530 on Columbia River Highway (No. 730) near Cold Springs Junction (Highway 395).

3. The Consumer will take from the Cooperative during a period of not less than five years following the completion of such extension, or for the portion of such five-year period during which the Consumer may occupy such premises, all of the electric service required by the Consumer on the premises specified herein. If the Consumer's electric service requirements shall hereafter increase to an extent requiring the Cooperative to make a substantial additional investment in its lines and facilities, the Consumer will make a new application and contract for such increased service. Performance on the part of the Cooperative

shall be subject to delay due to shortage of material or labor strikes, or any other causes beyond the Cooperative's control.

4. Upon the Cooperative's acceptance of this contract, the Consumer will pay to the Cooperative the sum of $3,100.00, such sum being computed in accordance with the Cooperative's regularly established line extension regulations as the amount payable by the Consumer for excess length of, or investment in, the extension specified in Paragraph 2 hereof.

5. The Consumer will pay the Cooperative for all electric power and energy supplied by the Cooperative hereunder, in accordance with the Cooperative's regularly filed and published rate schedules applicable thereto and beginning on date of first billing for service under this contract.

6. Except as expressly provided herein, service under this contract shall be subject to the Cooperative's rules and regulations as now and from time to time hereafter lawfully established, all of which rules and regulations are hereby made a part of this application and contract.

7. This contract and all of its terms and provisions shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

ACCEPTED _____, 1962.

UMATILLA ELECTRIC COOPERATIVE ASSOCIATION

By_____
Manager

OREGON STATE HIGHWAY COMMISSION

By_____

RECEIVED
OCT 1 1962
FOR FILING

187(2)
6048

October 1, 1962

Hartford Accident & Indemnity Co.,
Pacific Department
720 California Street
San Francisco, California

Gentlemen:

Contract #6048 awarded to L. W. Vail Co. Inc., for grading-oiling the Cold Springs Jct. Truck Scale Site on the Columbia River Highway in Umatilla County, was completed August 14, 1962, and was accepted by the Highway Commission on September 26, 1962.

Final payment will be released to the contractor as soon as payment processing can be completed, but in no event before October 8, 1962.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: L. W. Vail Co. Inc.,
P. O. Box 847
Pasco, Washington

cc: R. L. Porter
L. H. Young
C. H. Maison

RECEIVED
OCT 2 1962
FOR FILING

F-167(7)

6048

October 1, 1962

Oregon State Highway Commission

Gentlemen:

Work was completed August 14 on Contract 6048. The contract was with L. W. Vail Company, Inc. and was for grading and oiling on the Cold Springs Junction Truck Scale Site Section in Umatilla County.

As the contractor has completed all work according to specification, I recommend that you accept the project effective September 26, 1962, and that you concur in this procedure at the Commission meeting on November 1.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
R. L. Porter
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison

RLP:ajw hlb

Surety letter written
10-1-62

FORM E 30 50M 7-60 29395

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 25, 1962

SUBJECT: Acceptance of Contract

To: Mr. R. L. Porter
Assistant Highway Engineer

All work on the following contract is satisfactorily completed. It is ready for acceptance by the State Highway Commission:

Contract No. 6048 with L. W. Vail Co. Inc., for grading and oiling on the Cold Springs Junction Truck Scale Site Section in Umatilla County, completed August 14, 1962. The contract work on this contract was accepted by the BPR as of August 24, 1962. Notification of the acceptance was made in the BPR Memorandum dated September 21, 1962.

L. H. Young
Office Engineer

RECEIVED
SEP 26 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 25 1962
FOR FILING

September 25, 1962

Mr. James W. Crain, C.P.A.
P. O. Box 109
Pasco, Washington

Dear Mr. Crain:

Reference is made to your letter dated September 17, 1962, regarding our account with L. W. Vail Co., Inc., contractor on State Highway No. 6048, Cold Springs Junction Truck Scale Site in Umatilla County.

The contract was finalled September 13, 1962, with the following payments made after August 31:

Semi-Final Estimate No. 4, Sept. 4, 1962	$1,725.30
Final Estimate, Sept. 13, 1962	798.66
Total paid after August 31	$2,523.96

The difference of $373.71 over the $2,150.25 claimed by Mr. Vail is due to correction of final contract quantities.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:bb

RECEIVED
SEP 21 1962

FOR FILING

477 Cottage St. N.E.
Salem, Oregon

September 21, 1962

Forrest Cooper, State Highway Engineer
Salem, Oregon

T. Mac, Asst Division Engineer
08-35.2TA Salem, Oregon

Cold Springs Junction - Truck Scale Site, F-147(7), Contract No. 6048 in Umatilla County

An inspection was made on August 24, 1962 by our engineer. The project has been constructed satisfactorily and a recommendation was made to accept the project.

original To Morgan
Copy To Young
9-24-62

NOTED
R. L. PORTER

RECEIVED
SEP 24 1962
FOR FILING

6048

September 19, 1962

Hartford Accident & Indemnity Co.,
Pacific Department
720 California Street
San Francisco, California

Gentlemen:

Contract #6048 awarded to L. W. Vail Co. Inc., for grading-oiling the Cold Springs Jct. Truck Scale Site on the Columbia River Highway in Umatilla County was completed August 14, 1962, but has not been accepted by the Highway Commission.

Final payment, in the amount of $798.66 will be released to the contractor after acceptance by the Commission. The total contract amount is $26,622.10 including $138.88 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

by:
C. W. Head, Assistant Secretary

dc

cc: Hartford Accident & Indemnity Co.,
Spaulding & Matheson, Inc.,
211 W. Kennewick Ave.,
Kennewick, Washington

cc: L. W. Vail Co. Inc.,
P. O. Box 847
Pasco, Washington

RECEIVED
SEP 5 1962
FOR FILING
167(7)
6048

September 5, 1962

Hartford Accident & Indemnity Co.
Pacific Department
720 California Street
San Francisco, California

Gentlemen:

Semi-final payment on Contract No. 6048, for grading and oiling on the Cold Springs Jct. Truck Scale Site on the Columbia River Highway in Umatilla County, will be released to the contractor, L. W. Vail Co., Inc., on or after September 12, 1962.

This payment will be in the amount of $1,725.30 and reduces the retained percentage to $798.66.

No claims for labor or material have been filed with us.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

rm

cc - Hartford Accident & Indemnity Co.
Spaulding & Matheson, Inc.
211 W. Kennewick Ave.
Kennewick, W shington

cc - L. W. Vail Co., Inc.
P.O. Box 847
Pasco, W shington

RECEIVED
SEP 4 1962
FOR FILING
F 1 7 (7)
6048

August 31, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith are three copies of Materials Report, Form PR-47, as prepared by our engineer on Contract No. 6043, Cold Springs Junction Truck Scale Site Section, in Umatilla County, Federal Project No. F-167(7).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Enclosure

DBP:cr

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 17, 1962

Section Cold Springs Jct. Truck Scale Site
Kind of work Grading and Oiling

Highway Columbia River County Umatilla
Section prefix 30-1085

Contractor L. W. Vail Co., Inc
Contract number 6048

Date of contract March 3, 1962
Specified work days 50

Date work started March 28, 1962
Work days used 40

Project authorization $34,491.94
Exclusive of engineering $32,039.18
Per cent of time elapsed 80 %

Estimated cost of completed project, exclusive of engineering $27,692.30

Estimated per cent ~~overrun~~ underrun . . . . . 12.6 %

Per cent of contract completed, based on estimated cost . . . . . 100 %

Engineering authorization $2,452.76

Engineering cost to date $2,375.07, 97 %

Date project was completed August 14, 1962

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100	100	100	100	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Monday the Contractor notified me that the Guide Posts had been delivered and Tuesday they were installed. This completed the work on all contract items on this project.

I expect to submit the semi-final estimate to the Division Office next week.

NOTED

NOTED
C. E. PAULSEN

CONSTRUCTION DIVISION
RECEIVED
AUG 20 1962
NOTED

W C Ferguson

Signed W. C. Ferguson Resident Engineer

Address Hermiston, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.3	0.3		0.3	
Miles partially completed					
Miles completed	0.3	0.3		0.3	
Total estimated quantities (contract)	3,900	2,890		34 ton	
Total quantities corrected to date	3,243.5	2,721		28 ton	
Estimated quantities moved or placed to date	3,243.5	2,721		28 ton	
Average daily quantities	1,000	250		9 ton	
Average daily quantities necessary to complete project on time	0	0		0	
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	2				

Men 2

Supervision 0

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Compaction rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	Fair		
Wednesday	Hot		
Thursday	Hot		
Friday	Fair		
Saturday			

RECEIVED
AUG 16 1962
FOR FILING

August 16, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 14, 1962, on Contract No. 6048, Cold Springs Junction Trunk Scale Site, in Umatilla County, in connection with Federal-Aid Project No. F-167(7).

Please advise us, by letter, of the date on which this contract is accepted by the Bureau of Public Roads. If there are conditions which prevent your acceptance, please advise us.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:bb

cc: H. S. Cox

RECEIVED
MAY 17 1962
FOR FILING
I 157(7)
6-17

May 16, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Price Agreement No. 1 covering change in specifications for guide posts on the Cold Springs Junction Trunk Seals Site Section of the Columbia River Highway in Umatilla County, Contract No. 6048, in connection with Federal-aid Project No. F-157(7).

Guide posts specified for this contract are under old specifications. Under this agreement the contractor will install guide posts which conform to the new specifications at no change in contract unit price or cost.

This has been verbally recommended for approval by the BPR Area Engineer.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Enc.

RECEIVED
MAY 3 1962
FOR FILING

F 16.7(7)
6048

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 30, 1962

To: Mr. W. O. Widdows
Sign Engineer

S H O P S

SUBJECT: Truck Scale Signing
Cold Springs Junction
Columbia River Highway
Umatilla County

We now have under construction a truck scale site at Cold Springs Junction on the Columbia River Highway in Umatilla County. Due to the small amount of work involved and the distance from any other signing contract work, it has been decided to do this work by State Forces.

Please determine what signs are needed and submit a State Force Order to cover the cost.

F. D. Morgan
Construction Engineer

By
F. B. Klaboe
Assistant Construction Engineer

CHB:bjh

cc: R. L. Porter
Tom Edwards
L. H. Young
A. F. Parson

RECEIVED
MAY 1 - 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 13 1962
FOR FILING

6048

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
April 17, 1962

To:

SUBJECT: Construction Speed Zone
Columbia River Highway
M.P. 192.02 - 192.12

MEMO TO FILE

Agenda Item: 3d(1)

The State Highway Commission at its meeting of April 13 adopted the following construction speed zone:

35 MPH ... on the Columbia River Highway (US730) at the Cold Springs Junction truck scale site between M.P. 192.02 and 192.12 in Umatilla County, effective 8 a.m., April 3, 1962.

J. Al. Head
Assistant Traffic Engineer

njc

cc: A. F. Parson
L. C. Smitton

RECEIVED

Contract 6048

State

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.

FOR FILE 4-20

PROJECT REPORT NO.

F-167(7)

6 C 217

FC PR-2 (REV. 6-61)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

STATE Oregon

COUNTY Umatilla

PROJECT NO. F-167(7)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Cold Springs Hwy. Jct. Truck Scale Site (approx. 1,000' west of Junction of Columbia River and Cold Springs Highway)

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	8-22-61	0.0
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 25,475.00	$ 16,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By _____
ASSISTANT State Highway Engineer
(Title)

By _____
(Title)

By _____
(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

XX By C. G. Polk
(Division Engineer)

By L. R. Backlund
Acting Administrative Manager

Date executed by Division Engineer April 13, 1962

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 49447-P61

April 12, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement signed by a Highway official for the Cold Springs Junction Truck Scale Site, Project No. F-167(7).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:mmb

March 14, 1962

Mr. C. O. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Cold Springs Junction Trunk Scale Site, Project No. F-167(7).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

LHY:bb

Oregon State Highway Department

Federal-Aid
Project No. F-167(7)

COLD SPRINGS JUNCTION TRUCK SCALE SITE

ON THE COLUMBIA RIVER HIGHWAY IN UMATILLA COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, March 14, 1962

Type Code 7090
Truck Scale Site (Sta. 513+32)(Contract 6048)

Clearing and Grubbing	All Required		$ 1,000.00
Drainage Excavation, Unclassified	30 cu.yd.	$7.00	210.00
Embankment in Place	3,900 cu.yd.	1.00	3,900.00
Finishing Roadbed and Slopes	All Required		250.00
18-inch Corrugated Metal Pipe	24 lin.ft.	5.50	132.00
12-inch Concrete Pipe	190 lin.ft.	4.00	760.00
12-inch Culvert End Sections	4 only	40.00	160.00
Guide Posts, Type W-1	1 only	8.00	8.00
Guide Posts, Type Y-1	40 only	8.00	320.00
Guide Posts, Type Y-2	6 only	8.00	48.00
Coarse Crushed Material in Base	2,400 cu.yd.	3.50	8,400.00
3/4" - 0 Material in Base	490 cu.yd.	4.25	2,082.50
Sprinkling	80 M-gal.	2.50	200.00
Preparation of Base	All Required		200.00
3/4" - 0 Material in Binder Course	40 cu.yd.	4.60	184.00
Furnishing and Placing Aggregates	265 cu.yd.	6.00	1,590.00
MC-250 Asphalt	8 ton	65.00	520.00
120-150 Asphalt	26 ton	60.00	1,560.00
9-inch Concrete Surfacing	110 sq.yd.	9.00	990.00
1-1/2 inch Electrical Conduit	230 lin.ft.	1.50	345.00
			$22,859.50
Flagging (37½¢ of Contractor's Cost)	All Required		$ 100.00
Signing (Temporary)	All Required		100.00
Stripe Painting	All Required		100.00
			$ 300.00
	Subtotal		$23,159.50
	10% Engr. & Cont.		2,315.50
	Total		$25,475.00

Length of Project - - - - 0.000 Mile

Federal Funds -	$16,000.00
State Funds -	9,475.00
	$25,475.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 329, Laws 1939.

State Funds for Maint.: Chap. 329, Laws 1939.

Oregon State Highway Department

Federal Aid
Project No. F-167(7)

COLD SPRINGS JUNCTION TRUCK SCALE SITE ON

THE COLUMBIA RIVER HIGHWAY IN UMATILLA COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, August 2, 1961

Type Code X050
Truck Scale Site (Sta. 513+32)

Clearing and Grubbing	All Required		$ 1,000.00
Drainage Excavation, Unclassified	48 cu.yds.	$ 3.00	144.00
Embankment in Place	16,000 cu.yds.	.80	12,800.00
Finishing Roadbed and Slopes	All Required		750.00
18-inch Corrugated Metal Pipe	70 lin.ft.	5.50	385.00
12-inch Concrete Pipe	290 lin.ft.	2.50	725.00
12-inch Culvert End Sections	5 only	35.00	175.00
Guide Posts, Type W-1	2 only	6.00	12.00
Guide Posts, Type W-2	8 only	6.75	54.00
Guide Posts, Type Y-2	50 only	7.00	350.00
Guide Posts, Type Y-3	1 only	8.00	8.00
Coarse Crushed Material in Base	7,600 cu.yds.	2.40	18,240.00
3/4" - 0 Material in Base	1,600 cu.yds.	2.50	4,000.00
Sprinkling	250 M-gals.	3.00	750.00
Preparation of Base	All Required		300.00
3/4" - 0 Material in Binder Course	140 cu.yds.	4.50	630.00
Furnishing and Placing Aggregates	770 cu.yds.	4.50	3,465.00
MC-2 Asphalt	22 tons	52.00	1,144.00
120-150 Asphalt	60 tons	50.00	3,000.00
RS-1 Asphalt	18 tons	52.00	936.00
9-inch Concrete Surfacing	110 sq.yds.	10.00	1,100.00
1/2-inch Electrical Conduit	270 lin.ft.	1.75	472.50
			$50,440.50
Flagging (57½% of Contractor's Cost)	All Required		100.00
Signing (Temporary)	All Required		500.00
Stripe Painting	All Required		250.00
			$ 850.00
	Subtotal		$51,290.50
	10% Engr. & Cont.		5,128.50
			$56,419.00

Length of Project . . . . . 0.000 miles

Federal Funds	$35,000.00
State Funds	21,419.00
	$56,419.00

Oregon State Highway Department

Federal Aid
Project No. F-167(7)

COLD SPRINGS JUNCTION TRUCK SCALE SITE

ON THE COLUMBIA RIVER HIGHWAY IN UMATILLA COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, September 5, 1961

Type Code Y050
Truck Scale Site (Sta. 513+32)

Clearing and Grubbing	All Required		$	$ 1,000.00
Drainage Excavation, Unclassified	48	cu.yds.	3.00	144.00
Embankment in Place	16,000	cu.yds.	0.80	12,800.00
Finishing Roadbed and Slopes	All Required			750.00
18-inch Corrugated Metal Pipe	70	lin.ft.	5.50	385.00
12-inch Concrete Pipe	290	lin.ft.	2.50	725.00
12-inch Culvert End Sections	5	only	35.00	175.00
Guide Posts, Type W-1	2	only	6.75	13.50
Guide Posts, Type W-2	8	only	7.50	60.00
Guide Posts, Type Y-2	50	only	7.75	387.50
Guide Posts, Type Y-3	1	only	8.50	8.50
Coarse Crushed Material in Base	7,600	cu.yds.	2.40	18,240.00
3/4" - 0 Material in Base	1,600	cu.yds.	2.50	4,000.00
Sprinkling	250	M-gal.	3.00	750.00
Preparation of Base	All Required			300.00
3/4" - 0 Material in Binder Course	140	cu.yds.	4.50	630.00
Furnishing and Placing Aggregates	770	cu.yds.	4.50	3,465.00
MC-2 Asphalt	22	tons	52.00	1,144.00
120-150 Asphalt	60	tons	50.00	3,000.00
RS-1 Asphalt	18	tons	52.00	936.00
9-inch Concrete Surfacing	110	sq.yds.	10.00	1,100.00
1½-inch Electrical Conduit	270	lin.ft.	1.75	472.50
				$50,486.50
Flagging (57½ of Contractor's Cost)	All Required			$ 100.00
Signing (Temporary)	All Required			500.00
Stripe Painting	All Required			250.00
				$ 850.00
	Subtotal			$51,336.50
	10% Engr. & Cont.			5,133.50
	Total			$56,470.00

Length of Project - - - - 0.000 Mile

Federal Funds - - - -

Oregon State Highway Department

Federal Aid
Project No. F-167(7)

COLD SPRINGS JUNCTION TRUCK SCALE SITE

ON THE COLUMBIA RIVER HIGHWAY IN UMATILLA COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, January 31, 1962

Type Code X050
Truck Scale Site (Sta. 513+32)

Clearing and Grubbing	All Required		$ 1,500.00
Drainage Excavation, Unclassified	30 cu. yds.	$ 4.00	120.00
Embankment in Place	3,900 cu. yds.	1.25	4,875.00
Finishing Roadbed and Slopes	All Required		750.00
18-inch Corrugated Metal Pipe	24 lin. ft.	5.50	132.00
12-inch Concrete Pipe	190 lin. ft.	3.00	570.00
12-inch Culvert End Sections	4 only	35.00	140.00
Guide Posts, Type W-1	1 only	6.75	6.75
Guide Posts, Type Y-1	40 only	7.00	280.00
Guide Posts, Type Y-2	6 only	7.75	46.50
Coarse Crushed Material in Base	2,400 cu. yds.	4.00	9,600.00
3/4" - 0 Material in Base	490 cu. yds.	4.25	2,082.50
Sprinkling	80 M-gals.	3.00	240.00
Preparation of Base	All Required		500.00
3/4" - 0 Material in Binder Course	40 cu. yds.	6.00	240.00
Furnishing and Placing Aggregates	265 cu. yds.	6.50	1,722.50
MC-250 Asphalt	8 tons	65.00	520.00
120-150 Asphalt	26 tons	55.00	1,430.00
9-inch Concrete Surfacing	110 sq. yds.	10.00	1,100.00
1 1/2-inch Electrical Conduit	230 lin. ft.	1.75	402.50
			$26,257.75
Flagging (57½% of Contractor's Cost)	All Required		100.00
Signing (Temporary)	All Required		100.00
Stripe Painting	All Required		100.00
			$ 300.00
	Subtotal		$26,557.75
	10% Engr. & Cont.		2,655.25
	Total		$29,213.00

Length of Project . . . . . 0.000 Miles

Federal Funds	$18,000.00
State Funds	11,213.00
	$29,213.00

RECEIVED
APR 10 1962
FOR FILING
E 167(7)
6048

April 9, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering directional signing for construction on the Cold Springs Junction Trunk Scale Site of the Columbia River Highway in Umatilla County, Contract No. 6048, in connection with Federal-Aid Project No. F-167(7).

This work is necessary for the direction and guidance of traffic during construction. It does not include warning signs, lights and barricades required of the contractor for the protection and safety of traffic. It was an anticipated item for this contract.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. N. Young
Office Engineer

DBP:bb

Enc.

RECEIVED
APR 10 1962
FOR FILING
F-167(7)
6147

April 9, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the Cold Springs Junction Truck Scale Site Section of the Columbia River Highway in Umatilla County, Contract No. 6048, in connection with Federal-Aid Project No. F-167(7).

This was an anticipated item for this contract.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:bb

Enc.

RECEIVED
APR 6 1962
FOR FILING
F-167(1)
6048

April 6, 1962

Oregon State Highway Commission

Gentlemen:

Your concurrence is recommended in the establishment of a 35-mile-per-hour construction speed zone on the Columbia River Highway (US730) at the Gold Spring Junction truck scale site between M.P. 192.02 and M.P. 192.12 in Umatilla County.

This is to confirm permission to establish such a zone at 8:00 a.m. on Tuesday, April 3, 1962.

This matter will be on the agenda for your consideration at the April 13 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc G. S. Paxson
R. L. Porter
Tom Edwards
Victor D. Wolfe
F. B. Crandall

RLP:ajw fn

RECEIVED
APR 4 1962
FOR FILING

6048

April 4, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was started on March 28, 1962, on Contract No. 6048, Cold Springs Junction Truck Scale Site Section, in Umatilla County, in connection with Federal Aid Project No. F-167(7).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:lt

RECEIVED
APR 3 1962

FORM E-123

FOR FILING

COMMISSIONERS

M. K. McIVER, CHAIRMAN
PORTLAND

KENNETH N. FRIDLEY, MEMBER
WASCO

GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

6048

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER

G. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

April 3, 1962

L. W. Vail Co. Inc.,
P. O. Box 847
Pasco
Washington

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #6048, awarded March 2, 1962, for grading-oiling the Cold Springs Jct. Truck Scale Site on the Columbia River Highway in Umatilla County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

RECEIVED
APR 1962
COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM
6048

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

April 3, 1962

Mr. Lee Bown, Deputy Sup't.
Department of State Police
107 Public Service Bldg.
Salem, Oregon

Dear Mr. Bown:

Effective 8:00 a.m., Tuesday, April 3, 1962, permission was granted for the establishment of a 35 MPH construction speed zone on the Columbia River Highway at the Cold Springs Jct. Truck Scale site between M.P. 192.02 and M.P. 192.12.

Very truly yours,

Tom Edwards
Assistant State Highway Engineer

By
E. B. Crandall
Traffic Engineer

pk
bc: Tom Edwards

APR 1962
STATE

R. L. PORTER

If It's Done With Asphalt We Do It!

L. W. VAIL CO., INC.

L. W. VAIL, TREASURER
LEE ALEXANDER, PRESIDENT

ASPHALT PAVING - - - ROOFING
GENERAL HIGHWAY CONSTRUCTION

OFFICE ON NORTH FOURTH STREET
PASCO, WASHINGTON

P. O. BOX 847

PHONE:
LI 7-9511

RECEIVED
MAR 22 1962
FOR FILING

F-1770
6048

March 20, 1962

files

State of Oregon
State Highway Department
Salem 10, Oregon

Attention: Mr. Floyd Query, Secretary

RE: Contract #6048, Cold Springs Jct. Truck Scale Site

Gentlemen:

We are transmitting herein two copies of the above mentioned contract. Both copies have been signed by a a witness as requested in your letter of March 19, 1962.

Thank you for your attention to the above.

Very truly yours,

L.W.VAIL COMPANY, INC.

Erma L. Carrier

Erma L. Carrier,
Secretary

ELC:sdb

lc

RECEIVED
MAR 22 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 13 1962
COMMISSIONERS
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM
6044

ROAD FILING

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

March 13, 1962

FORREST COOPER
STATE HIGHWAY ENGINEER

G. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

Vail Co. Inc.,
1948 North 4th Street
Pasco
Washington

Gentlemen:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission as follows:

Contract #6048, awarded March 8, 1962, for grading-oiling the Cold Springs Jct. Truck Scale Site on the Columbia River Highway in Umatilla County.

Please execute two of these copies as to contract and bond, and return them to this office for completion. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT.

The third copy of the contract, stamped "ADVANCE COPY to be Retained by Contractor", is furnished for your information pending receipt of a fully executed copy.

The workday count on this contract will begin March 23, 1962.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

cc: L. H. Young
A. F. Parsen
Res. Engineer
Frank Morgan

PS: We note that your surety agent (Spaulding & Matheson, Inc.,) is not registered for Power of Attorney with the Oregon State Insurance Department. Will you have this matter taken care of at the time you return your 2 copies of this contract? Also, the contract will have to be countersigned by a resident agent in Oregon. Thank you. (The Power of Attorney may be sent direct to this dc office and we will place it on the contract)

RECEIVED
FOR FILE

FORM CO-12
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. NE
Salem, Oregon

DATE: March 2, 1962

TO : Forrest Cooper, State Highway Engineer
Salem, Oregon

6048

Clfolk

FROM : C. G. Polk, Division Engineer
08-35.4-0 Salem, Oregon

Young
MAR 6 1962

SUBJECT: Oregon Project F-167(7)

This is to advise of our prior concurrence as of this date in award of Contract No. 6048 for Oregon Project F-167(7), Cold Springs Jct. Truck Scale Site, Columbia River Highway, to L. W. Vail Company, Inc. of Pasco, Washington, low bidder in the amount of $28,459.50 at the February 28, 1962 bid opening.

cc: Region
Washington

RECEIVED
MAR 5 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

RECEIVED
MAR 5 1962
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
O. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

March 2, 1962

L. .. Vail Company, Inc.
1948 No. "4th" Street
Pasco, Washington

Gentlemen:

The State Highway Commission on March 2, 1962 awarded to you State Highway Contract No. 6048 for the following project:

Grading and oiling on the Cold Springs Junction Truck Scale Site on the Columbia River Highway in Umatilla County.

This award was based on your bid of $26,459.50 which was the low bid submitted to the Commission on February 26, 1962 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)

FORM CD-12
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. NE
Salem, Oregon

F-167(7)

TO : Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: February 6, 1962

6048 C Polk

FROM : C. E. Polk, Division Engineer
08-35.4 Salem, Oregon
DA

SUBJECT: Oregon Project F-167(7) - Cold Springs Junction Truck Scale Site
Project - Columbia River Highway

We have today approved the revised P. S. & E. documents for Oregon Project F-167(7), Cold Springs Truck Scale Site, Columbia River Highway in Umatilla County. This is to authorize your advertising for bids.

A plan-in-hand inspection of the project shows the scale site is located at a major highway junction in a sag between two vertical curves approximately 0.7 miles apart. Our approval is with the understanding that after the weighing station is in operation, close surveillance of traffic operations and accident experience will be maintained and if deemed necessary speeds will be controlled or other appropriate action will be taken.

NOTED
R. L. PORTER

Copy To Young 2-9-62

RECEIVED
SEP 18 1961
FOR FILES
F-167(9)
6-48

September 15, 1961

Arthur Simonsen and Company
3005 North Third Street
Baker, Oregon

Gentlemen:

The State Highway Commission on September 13, 1961 received bids for grading and oiling at the Cold Springs Junction-Truck Scale Site on Columbia River Highway in Umatilla County, and at its meeting on September 15 considered your bid, along with the other bid received for this project.

The Commission rejected both bids as being too high.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)

RECEIVED
AUG 1 1961
FOR FILING

F-16'1(9)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 13, 1961

SUBJECT: Cold Springs Truck Scale

To:
Mr. P. M. Stephenson
Assistant State Highway Engineer
D e p a r t m e n t

On the April 12, 1961 edition of Schedule of Contract Lettings Item No. 18 under July 1961 and later is for the grading and oiling of the Cold Springs Junction Truck Scale Site in the total amount of $63,000 utilizing 59 F.A. funds.

This site, located on the Columbia River Highway at the junction with the Pendleton - Cold Springs Highway ten miles west of the Oregon-Washington State Line, will, when constructed, be a very effective check on trucks entering the State via this route as well as a deterrent to overloaded vehicles from Pendleton bound for Washington points or the grain elevators at Umatilla. In addition to weight control as a "port of entry" scale it will be a very important link for PUC auditors in enforcing the truck tax program.

In the very near future our truck scale at Biggs Junction will be eliminated by new construction which will then make it possible for a truck entering Oregon on the Columbia River Highway to proceed to Hood River without being checked. Many of these trucks would legalize at terminals in The Dalles and thereby escape penalties for hauling overloads on some 120 miles of Oregon Highways.

Plans for the Cold Springs Junction Truck Scale have been completed for some time, including BPR approval. We urge that the project be placed on the Schedule for May 23, 1961, or as soon thereafter as possible. There is an item of $8,000 in our Scale Construction Budget for 1961 to cover item not included in the contract.

R. B. Sipprell
Director of Permits

GWR:cl
cc - C. C. Deyo

RECEIVED
APR 13 1961
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
P. M. STEPHENSON

31-8313 Umatilla Co. Line-Elgin Rock 1962
Prod. Proj., Weston-Elgin Hwy.
#6049

RECEIVED
APR 18 1963
FOR FILING
12
47

April 17, 1963

Standard Oil Company of California
Western Operations, Inc.
P. O. Box 1495
Spokane 10, Washington

Gentlemen:

This will acknowledge receipt of your "Notice of Claim" of April 15, 1963, in the amount of $3,239.61, for petroleum products and materials supplied to Helser Rock Production, Inc.

The claims states this is in reference to the Barney Helser Rock Production, Contract No. 6049, rock production on the Umatilla County Line-Elgin Section of the Weston-Elgin Secondary Highway in Union County.

So that there will be no misinterpretation of the law, we are forwarding this claim to the Secretary of State for filing. In the interim, this information will be noted in our records, and we will advise the surety and the contractor of this filing.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

CWH:fkn

cc Commissioners

NOTED ON CARD

April 17, 1963

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol Building
Salem 10, Oregon

Attention: Mr. George C. Stephens

Dear Sir:

Attached is a "Notice of Claim" for filing in the amount of $3,239.61 received from Standard Oil Company of California, Western Operations, Inc., Spokane, Washington, for petroleum products and materials supplied to Helser Rock Production, Inc., of Beaverton.

This appears to be in reference to the Barney Helser Rock Production, Contract No. 6049, rock production on the Umatilla County Line-Elgin Section of the Weston-Elgin Secondary Highway in Union County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

CWH:fkn

Att.

NOTED ON CARD

April 17, 1963

Glens Falls Insurance Company
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

A "Notice of Claim" dated April 15, 1963, has been received from Standard Oil Company of California, Western Operations, Inc., Spokane, Washington, advising that Helser Rock Production, Inc., owes them for petroleum products and material in the amount of $3,239.61.

This appears to be in connection with the Barney Helser Rock Production, Contract No. 6049, rock production on the Umatilla County Line-Elgin Section of the Weston-Elgin Secondary Highway in Union County.

This "Notice of Claim" has been forwarded to the Secretary of State for filing. Attached is a copy of the claim.

This information is furnished as your company is listed as surety on the performance bond submitted with this contract.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. H. Head, Assistant Secretary

NOTED ON CARD

CHH:fkn

Att.

cc Edward C. Larkins Agency
609 Mead Building
Portland 4, Oregon

Barney Helser Rock Production
15535 NW Cornell Road
Beaverton, Oregon

NOTICE OF CLAIM

TO: Oregon State Highway Commission
Salem, Oregon

NOTICE IS HEREBY GIVEN that STANDARD OIL COMPANY OF CALIFORNIA, WESTERN OPERATIONS, INC., has a claim for petroleum products and materials supplied by said claimant to Helser Rock Production, Inc., in the sum of $3,239.61 against the bond taken from Helser Rock Production, Inc., of Beaverton, Oregon, and its surety, Glens Falls Insurance Company, Glens Falls, New York, for the work of rock production in the Sprout Springs Area, Umatilla County Line, Oregon, being contract No. 6049.

DATED this 15th day of April, 1963.

STANDARD OIL COMPANY OF CALIFORNIA
WESTERN OPERATIONS, INC.

By _____
Regional Credit Manager

cc: Helser Rock Production, Inc.
Route 2
Beaverton, Oregon

Glenn Falls Insurance Co.
901 S. E. Oak
Portland, Oregon

RECEIVED
MAR 20 1963
FOR FILING

1-1/2
6049

March 20, 1963

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

On March 7, 1963, we wrote to you concerning release of final payment on contract #6049, awarded to Barney Heiser Rock Production, assigned to Glens Falls Insurance Company, for the Umatilla County Line-Elgin Rock Production Project on the Weston-Elgin Secondary Highway in Union County.

Final payment on this contract is $3,117.87 and the total contract amount is $37,329.50. No work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Glens Falls Insurance Co.,
Edward C. Larkins Agency
609 Mead Bldg.,
Portland 4, Oregon

cc: Barney Heiser Rock Prodaction
15535 NW Cornell Road
Beaverton, Oregon

cc: C. H. Maison
Attn.: John Herr

RECEIVED
MAR 18 1963
FOR FILING

March 15, 1963

Glens Falls Insurance Company
901 S. E. Oak Street
Portland, Oregon

Attention: Mr. John M. Coke
Attorney

Gentlemen:

This is to acknowledge receipt of two "Assignment of Claim" forms, assigning to Glens Falls Insurance Company all monies due or to become due on State Highway Contracts 6036 and 6049, awarded to Barney Nelser Rock Production.

The assignment forms are being forwarded to Mr. C. H. Maison, our Auditor.

It is noted that the Glens Falls Insurance Company furnished the performance bonds for these two contracts.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc Mr. C. H. Maison
Attn: Mr. John Herr

FQ:fp

NOTED ON CARD
dc

JOHN M. COKE
ATTORNEY AT LAW
925-929 YEON BUILDING
PORTLAND 4, OREGON
CAPITOL 8-6552

March 14, 1963

State of Oregon
State Highway Department
Salem 10, Oregon

Attn: Floyd Query, Secretary

Re: State Highway Contracts No. 6036 and 6049
Contractor: Barney Helser Rock Production
Surety: Glens Falls Insurance Company

Gentlemen:

Pursuant to our telephone conversation March 12, we advised you that my client, the Glens Falls Insurance Company, which bonded the contractor, Barney Helser Rock Production on State Highway Contract No. 6036 and 6049, was to take an assignment of monies earned and to be earned from the contractor.

The contractor has now executed assignments and we are enclosing herewith the original of the assignments on each of the respective contracts dated March 13, 1963 and executed by Barney Helser Rock Production by Eva A. Helser, partner.

We have certainly appreciated your cooperation and prompt attention to the matter.

Very truly yours,

GLENS FALLS INSURANCE COMPANY

By _____
Its Attorney

JMC/c
Encls.

RECEIVED
MAR 1 [illegible]
OREGON
STATE HIGHWAY COMMISSION

Form A-304—1M—6-60

STA OF OREGON—HIGHWAY DEPART 'NT

ASSIGNMENT OF CLAIM

ORIGINAL
Return to Secretary

FOR THE CONSIDERATION OF the sum of Ten Dollars and other good and valuable consideration ($ 10.00) **Dollars, to** us **paid,** we **hereby sell, assign and transfer the within claim for** all monies due or to become due including earned estimates, retainages, and final retained percentage in connection with Contract No. 6049 with the Oregon State Highway Commission, more particularly described as "Umatilla County Line - Elgin Rock Production Project on the Weston-Elgin Secondary Highway in Union County"

to Glens Falls Insurance Company (surety) 901 S. E. Oak St., Portland, Oregon and authorize and empower said Glens Falls Insurance Company (surety) to act as agent for us and in our name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, and provided further that this assignment is subject to all of the provisions of ORS 366.420, and, if the same is honored, either in whole or in part, by the State Highway Department, such action by the Department shall be controlled at all times by the terms of said statute, not only with respect to payments made but likewise with respect to future payments.

Witness my hand this 13th day of March, 19 63.

Executed in the presence of us as witnesses:

Robert P. Barkley

BARNEY HELSER ROCK PRODUCTION

By [illegible]

State Printing 20000

RECEIVED
MAR 8 - 1963
FOR FILING

6049

March 7, 1963

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

Contract #6049 awarded to Barney Heiser Rock Production, for the Umatilla County Line-Elgin Rock Production Project on the Weston-Elgin Secondary Highway in Union County, was completed February 9, 1963, and was accepted by the Highway Commission on March 6, 1963.

Final payment will be released to the contractor as soon as payment processing can be completed, but not before March 14, 1963.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Glens Falls Insurance Co.,
Edward C. Larkins Agency
609 Mead Bldg.,
Portland 4, Oregon

cc: Barney Heiser Rock Production
15535 NW Cornell Road
Beaverton, Oregon

cc: L. H. Young
C. H. Maison
Attn.: John Herr

RECEIVED
MAR 7 - 1963
FOR FILING
E1-2313
6049

March 7, 1963

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

Semi-final payment on contract #6049 for the Umatilla County Line-Elgin Rock Production Project on the Weston-Elgin Secondary Highway in Union County, will be released to the contractor, Barney Heiser Rock Production, after March 14, 1963.

This payment of $2,919.38 reduces the retained percentage to $2,986.58.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Glens Falls Insurance Co.,
Edward C. Larkins Agency
609 Mead Bldg.,
Portland 4, Oregon

cc: Barney Heiser Rock Production
15535 NW Cornell Road
Beaverton, Oregon

cc: C. H. Maison
Attn.: John Herr

RECEIVED
MAR 7 - 1963
FOR FILING
31-2313
6049

March 7, 1963

Oregon State Highway Commission

Gentlemen:

Work was completed February 9 on Contract 6049. The contract was with Barney Heiser Rock Production and was for rock production on the Umatilla County Imo-Elgin Section of the Weston-Elgin Highway in Union County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective March 6, 1963, and that you concur in this procedure at the Commission meeting on March 14.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison

LPS:ajw bbc

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending February 23, 1963

Section Umatilla County Line-Elgin

Highway Weston-Elgin County Union

Contractor Barney Helser Rock Production

Date of contract March 2, 1962

Date work started October 3, 1962

Project authorization $44,798.63

Exclusive of engineering $41,612.95

Kind of work Rock Production

Section prefix 31-8313

Contract number 6049

Specified work days 45

Work days used 88

Per cent of time elapsed 196 %

Estimated cost of completed project, exclusive of engineering $ 37,318.24

Estimated per cent overrun or underrun Underrun 4 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 3,185.68

Engineering cost to date $ 5,500.00, 173 %

Date project was completed February 9, 1963

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
						100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

This contract has been completed and the semi-final estimate has been sent to the division office.

Final Report.

NOTED
LLOYD P. SHAW
CONSTRUCTION ENGINEER
RECEIVED
FEB 25 1963
NOTED
COE

Signed R. Bliebenstaff

Address Box 73, Elgin

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)			13,650.00		
Total quantities corrected to date			13,516.44		
Estimated quantities moved or placed to date			13,516.44		
Average daily quantities			0		
Average daily quantities necessary to complete project on time.					
Number shifts per day					
Hours per shift					
Average force on project for week			0		
Men					
Supervision					
Men and trucks under 3 tons					
Men and trucks over 3 tons					
Men and tractors					

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Compaction rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
NOV 30 1962
FOR FILING

6049

November 2, 1962

Barney Heiser Rock Production
15535 N. E. Cornell Road
Beaverton, Oregon

Gentlemen:

The State Highway Commission, at its meeting on November 1, 1962, discussed with the Engineer your request for an extension of time on Contract No. 6049. You requested 70 additional workdays within which to complete the rock production of the Umatilla County Line-Elgin Section on the Weston-Elgin Secondary Highway in Union County, without assessment of liquidated damages.

After considering the report, recommendation of the Engineer, and other available information, the Commission denied your request for 70 additional workdays without assessment of liquidated damages.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc: A. F. Parson
L. V. Blickenstaff
F. D. Morgan
L. H. Young
C. H. Maisen

RECEIVED
2 1962
FOR FILING

6049

October 16, 1962

Oregon State Highway Commission

Request for Extension of Time
No. 4
November 1 Meeting

Gentlemen:

Barney B. Helser, contractor on the Umatilla County Line-Elgin Rock Production Project on the Weston-Elgin Highway in Union County, Contract No. 6049, has requested an increase in workdays from 65 to 135 in which to complete the project. The reason given by the contractor is a 70-day delay on a Bureau of Public Roads project in Douglas County.

Delays incurred on other projects and lack of equipment to do more than one contract at a time is not considered sufficient reason for the granting of an extension of time.

This matter will be on the agenda for your consideration at the November 1 Commission meeting, and it is my recommendation that the request be denied.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
R. L. Porter
Victor D. Wolfe
F. D. Morgan
L. H. Young

RLP:ajw hlb

RECEIVED
NOV 30 1962
FOR FILING

6049

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6049 Contractor Barney Helser Rock Production

Highway Weston-Elgin

Section Umatilla Co. Line-Elgin

Kind of Work Rock Production

It is recommended that the request for increase in the number of workdays within which to complete said contract be **DENIED** or **GRANTED.** The reasons for such recommendation are as follows: Our contract provisions for increase in time for performance of a contract lists several reasons for which an increase can be requested. Delay on other contracts is not one of these reasons. The only reason we know of for the contractor not completing the work on this job was that he was loaded down with work elsewhere in the State. As this is not cause for allowing an increase in workdays, we recommend the request be denied.

11-30-62 Request denied
Floyd Quiery

Recommended for Approval:

Division Engineer

Construction Engineer or Bridge Engineer

ASSISTANT State Highway Engineer

Contract No.	6049
Project designation	State (State-Federal)
Date awarded	March 2, 1962
Work started	October 3, 1962
Per cent completed	none 10-5-62 (Date)
No. of Workdays Allowed	45
No. of Workdays Used	66
No. of Added Workdays Requested	70

State Printing 27099

E 220 (Rev 1--5M 3-60

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

#4

Oregon State Highway Commission
Salem, Oregon

Date September 26, 1962

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 65 days to 135 days, within which to complete our Contract No. 6049, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

Inclement weather which delayed our work on the Bureau of Public Roads Wolf Creek Project at Glide, Oregon from January 12, 1962 to April 23, 1962 for a total of 70 work days. This delay carried over into the Diamond Lake job (Contract No. 5940) and therefore delayed the starting of the above contract.

Respectfully submitted,

Barney E. DeLaCour
Contractor

By .....

CONSENT OF SURETY

Date September 26, 1962

We, GLENS FALLS INSURANCE COMPANY

....., as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

GLENS FALLS INSURANCE COMPANY
by: Edward C. Larkins
Attorney-in-Fact
Edward C. Larkins
EDWARD C. LARKINS AGENCY
by: Edward C. Larkins
Resident Agent

(SEAL)

FORM E-20 80M 8-62 49008

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 11, 1962

To: Mr. R. L. Porter
Assistant State Highway Engineer

OFFICE

SUBJECT: Request for Extension of Time
Umatilla Co. Line-Elgin Rock
Production Project
Contract No. 6049
Weston-Elgin Highway

Attached is a Contractor's Request for Increase in Number of Workdays to Complete Construction Project, submitted by Barney B. Helser, contractor. He requests an additional 70-days due to delays incurred on a Bureau of Public Roads project at Glide.

Delays incurred on other projects are not normally considered when evaluating a request for an extension of time. It is recommended that this request be denied.

This is a State project, so Bureau of Public Roads concurrence is not required. A rough draft of a letter to the Commission is attached.

F. D. Morgan
Construction Engineer

By
F. B. Klaboe
Assistant Construction Engineer

CHB:bjh
Attachments

cc: L. H. Young

RECEIVED
OCT 1 - 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 3 1962

FORM E-123

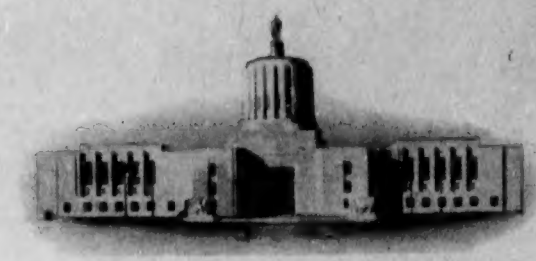
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

31-9313

6049



FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

April 2, 1962

Barney Helser Rock Production
15535 NW Cornell Road
Beaverton
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #6049, awarded March 2, 1962, for the Umatilla County Line-Elgin Rock Production Project on the Weston-Elgin Secondary Highway in Union County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

RECEIVED
MAR 13 1962
COMMISSIONERS

FOR FILING

FORM 2-123

COMMISSIONERS
M. R. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

31-9312

6049

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER

G. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

March 12, 1962

Barney Heiser Rock Production
15535 NW Cornell Road
Beaverton
Oregon

Gentlemen:

Enclosed are three copies of a contract which was awarded to you by the State Highway Commission as follows:

Contract #6049, awarded March 2, 1962, for the Umatilla County Line-Elgin Rock Production Project on the Weston-Elgin Secondary Highway in Union County.

Please execute two of these copies as to contract and bond, and return them to this office for completion. PLEASE FOLLOW EXACTLY THE INSTRUCTIONS GIVEN ON THE BLUE SLIP ATTACHED TO THE CONTRACT.

The third copy of the contract, stamped "ADVANCE COPY to be Retained by Contractor", is furnished for your information pending receipt of a fully executed copy.

The workday count on this contract will begin March 23, 1962.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

cc: L. H. Young
A. F. Parson
Res. Engineer
Frank Morgan

PS: Just a reminder to have your signatures read the same as your names are given on the Contract and Bond pages. Thank you.

dc

RECEIVED
MAR 5 1962
FOR FILING

FORM E-123

COMMISSIONERS
M. G. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

31-8313

6049

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER

G. S. PAXSON
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

March 2, 1962

Barney Melser Rock Production
15535 N. W. Cornell Road
Beaverton, Oregon

Gentlemen:

The State Highway Commission on March 2, 1962 awarded to you State Highway Contract No. 6049 for the following project:

Umatilla County Line-Elgin Rock Production
Project on the Weston-Elgin Highway in
Union County.

This award was based on your bid of $9,821.00 which was the low bid submitted to the Commission on February 28, 1962 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract Number

Index:

INDEXING: Begins with: Contract# 6014 Ends with: Contract# 6049

FLASH CARDS: Begins every Contract

Remarks:

Reel No. 108 Reduction Ratio 21:1 Project No.

Camera: Name Bell & Howell Model File Master Film Recordak AHU. MICROFILM 1460

CAMERA OPERATOR'S CERTIFICATE

Certification: I hereby certify that I have on this 10 day of April, 19 81 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file - with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Silvar Storm